MEMORANDUM OF AGREEMENT

(Public Safety Communications Center Administrator)

The City of Westfield (hereinafter referred to as the “City”) and the Westfield Professional Municipal Employees Association (WPMEA) (hereinafter referred to as the “Union”), the collective bargaining agent through its duly authorized President, in consideration of the mutual covenants contained herein agree as follows:

WHEREAS, the Union seeks to add the position of “Public Safety Communications Center Administrator” to their membership. The City assents to this request as it believes this will promote a harmonious relationship among the parties.

ACCORDINGLY, in consideration of the mutual agreement herein contained, the parties agree the following:

1.) The “Public Safety Communications Center Administrator” shall added to the membership rolls of the WPMEA at a pay grade / scale of DH-D as listed in the current Collective Bargaining Agreement. Said change shall become effective upon the date of full execution. The incumbent is to be placed at DH-D, Step 2.

This Agreement shall not constitute a past practice between the parties. The parties acknowledge that this Agreement shall not be precedent setting and will not be raised or cited by it or used involving any labor dispute, and / or for any grievance, arbitration, or civil service litigation involving union employees. This agreement is for the benefit of the above named position(s) and no other employee in the WPMEA or any other City employee. This Agreement shall not constitute a past practice between the parties nor compel or require the City of Westfield to consider a similar arrangement for any like situated employee(s);

Further the Union agrees that it will not grieve nor seek Arbitration except as to disputes arising out of the subject matter of this Agreement.
In the event that other “like” titled positions or position is created or filled in the future, that position(s) shall not be considered part of this Agreement. This Agreement is specifically limited to the individual position(s) specifically enumerated and listed above.

IN WITNESS WHEREOF, The parties hereunto set their hands and seal on this the ___ day of September, 2020.

FOR THE CITY OF WESTFIELD

Donald F. Humason, Jr., Mayor
Date: 9/9/2020

FOR WPMEA

Date: 9/9/2020

Law Department - Approved as to form:

Date: 9/9/2020

FOR WPMEA

Ashlee Felix, President
Date: 9/9/2020

FOR WPMEA

Date: 9/9/2020
MEMORANDUM OF AGREEMENT

The City of Westfield (hereinafter referred to as the “City”) and the Westfield Professional Municipal Employees Association (WPMEA) (hereinafter referred to as the “Union”), the collective bargaining agent through its duly authorized President, for the purpose of entering into an agreement on the behalf of the below named member employees, agree as follows:

Whereas, the parties are collectively of the belief and opinion that the vacated and currently vacant position of Emergency Management Director is an important and vital position within the City requiring the vacancy to be filled as soon as possible. The parties agree that Nina Barszcz and Joseph Rouse are qualified to manage the Emergency Management Department in the absence of a Director. Further, the parties acknowledge that Rouse and Barszcz are willing to serve jointly in an “acting” capacity until a permanent replacement is found. The parties acknowledge that this Memorandum of Agreement serves to reduce to writing and formalize the informal understanding wherein the parties served in an acting capacity during the vacancy.

Therefore, the City and the WPMEA, in consideration of the mutual covenants contained herein, agree to the following:

1.) Joseph Rouse and Nina Barszcz shall serve in a temporary acting capacity as “co-directors” of the Emergency Management Department in addition to their regular normal duties;

2.) Rouse and Barszcz shall be compensated $1,500.00 (one-thousand five hundred dollars and no cents) each in addition to their normal salaries for serving in the “acting” capacities;

3.) Rouse and Barszcz shall have autonomy to delegate responsibilities and duties in and among themselves and shall do so in a manner consistent with best practices for running the Department and serving the residents of the City. The parties understand and acknowledge that additional time beyond their customary hours may be required to perform their acting responsibilities. Any disagreement between the parties in the performance of duties shall be adjudicated by the Personnel Director

4.) The term of service shall be from July 1, 2020 to September 4, 2020, at which time it is expected that a permanent replacement shall be in hired and in place. There is no obligation on the part of the employees to continue their service beyond the September
4th date;

This agreement will not be deemed a course of dealing between the parties nor shall it be considered precedent setting or held out as such in any future grievance, arbitration or any legal proceeding of any kind. Additionally, each party reserves and retains all legal rights that either party may have prior to this agreement. The parties agree that all other provisions contained in the collective bargaining agreement shall remain in full force and effect. There are no other understandings, either verbal or written, between the parties.

Signed and executed on this the ___ day of September, 2020.

FOR THE CITY OF WESTFIELD

[Signature]
Donald F. Humason, Jr., Mayor
Date: 9/10/2020

FOR WPMEA

[Signature]
Date: 9/10/2020

Law Department - Approved as to form:

[Signature]
Date: 9/9/2020

FOR WPMEA

[Signature]
Ashlee Felix, President
Date: 9/9/2020

FOR WPMEA

[Signature]
Date: 9/9/2020
MEMORANDUM OF AGREEMENT

(Supervisor of Public Health Nurses)

The City of Westfield (hereinafter referred to as the “City”) and the Westfield Professional Municipal Employees Association (WPMEA) (hereinafter referred to as the “Union” or “WPMEA”), the collective bargaining agent through its duly authorized President, in consideration of the mutual covenants contained herein agree as follows:

WHEREAS, the parties seek to increase the compensation for the specific position(s) listed and enumerated below and create additional responsibilities for the position.

ACCORDINGLY, in consideration of the mutual agreement herein contained, the parties agree that:

1.) The “Supervisor of Public Health Nurses” (Health Department) compensation shall be changed to ADH-AA effective 9/5/2020. The incumbent is to be placed at ADH-AA, Step 5;

2.) The “job description” will be amended to contain the following additional duties:

“Responsible for all supervisory responsibilities of Health Department staff in the absence and / or direction of the Health Director”; and

3.) Upon separation of the incumbent from the position compensation for said position will revert to ADH-B and the added responsibilities recited in paragraph two (2) will be removed from the job description and duties.

This Agreement shall not constitute a past practice between the parties. The parties acknowledge that this Agreement shall not be precedent setting and will not be raised or cited by it or used involving any litigation of any kind, including any labor dispute, and / or for any grievance, arbitration, or civil service litigation involving union employees. This agreement is for the benefit of the above named position(s) and no other employee in the WPMEA or any other City employee. This Agreement shall not constitute a past practice between the parties nor
compel or require the City of Westfield to consider a similar arrangement for any like situated employee(s). The Union agrees that it will not grieve nor seek Arbitration except as to disputes arising out of the subject matter of this Agreement.

In the event that other “like” titled positions or position is created or filled in the future, that position(s) shall not be considered part of this Agreement and not subject to the compensation as contemplated in this Agreement. This Agreement is specifically limited to the individual position(s) specifically enumerated and listed above.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal on this the day of September, 2020.

FOR THE CITY OF WESTFIELD

Donald F. Humason, Jr., Mayor
Date: 9/1/2020

FOR WPMEA

Law Department - Approved as to form:

Date: 9/4/2020

FOR WPMEA

Date: 9/4/2020

FOR WPMEA

Date: 9/4/2020

Ashlie Felix, President
Date: 9/9-2020
MEMORANDUM OF AGREEMENT

The City of Westfield (hereinafter referred to as the “City”) and the Westfield Professional Municipal Employees Association (WPMEA) (hereinafter referred to as the “Union”), the collective bargaining agent through its duly authorized President, agree as follows:

Whereas, the parties agree that the vacated and currently vacant position of Emergency Management Director should no longer be represented by the WPMEA. As grounds, the parties believe the EMD position and job responsibilities as defined in the job description would be better suited for a personal services contract.

Therefore, the City and the WPMEA, in consideration of the mutual covenants contained herein, agree to the following:

The Emergency Management Position shall be removed from the rolls of membership for the WPMEA and will become a “non-union” position. The parties expressly recognize that if this position ever becomes “full-time” in the future, that is, with hours that meet or exceed thirty-five (35) hours per week, the WMPEA may seek to have the EMD position once again become a member of their body. The City agrees to not arbitrarily or capriciously deny the EMD position membership to the WPMEA if the hourly obligation meets or exceeds the aforesaid thirty-five hours in the future.

This agreement will not be deemed a course of dealing between the parties nor shall it be considered precedent setting or held out as such in any future grievance, arbitration or any legal proceeding of any kind. Additionally, each party reserves and retains any all legal rights that either party may have prior to this agreement. The parties agree that all other provisions contained in the collective bargaining agreement shall remain in full force and effect. There are no other understandings, either verbal or written, between the parties. The Agreement shall become effective immediately upon the execution of and by both the Union and City.

Signed and executed on this the _____ day of September, 2020.

FOR THE CITY OF WESTFIELD

[Signature]
Donald F. Humason, Jr., Mayor
Date: 9/2/2020

Law Department - Approved as to form:

[Signature]
Date: 9/2/2020

FOR WPMEA

[Signature]
Ashlee Felix, President
Date: 9/2/2020

Date: 9/2/2020
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this the _____ day of September, 2020 by and between the City of Westfield, hereinafter “City,” employer by and through its duly authorized Mayor, and WPMEA, hereinafter “Union,” the collective bargaining agent through its duly authorized President, for the purpose of entering into an agreement to the below named employee, as follows:

Pursuant to the recently passed Special Legislation, Chapter 16 of the Acts of 2020, passed February 6, 2020, for the City of Westfield, as follows:

AN ACT ALLOWING THE CITY OF WESTFIELD TO SET THE SALARY OF THE CITY CLERK AS THE CLERK OF THE CITY COUNCIL THROUGH LOCAL PROCESS

Whereas, the parties acknowledge that in addition to the normal duties of the City Clerk there are additional work duties related to serving as the Clerk of the City Council. In consideration of the additional duties the Clerk of the City Council, Karen M. Fanion, shall have a salary stipend of $10,000.00, annually, effective retroactively to July 1, 2020, in addition to her normal wages received as City Clerk. The stipend shall be paid in equal bi-weekly amounts (excluding any amount due retroactively). The payment of the stipend shall cease if the employee separates from the employment of the City for any reason and no balance of the stipend will be due or payable after said separation.

The parties expressly state that this Agreement will be non-precedent setting. This Agreement shall not be used in any grievance, arbitration, or any litigation of any kind, specifically excluding any litigation to enforce this Agreement. Additionally, the parties state
that this Agreement is for the sole benefit of Karen Fanion and does not entitle any other person, including those who may hold her current position in the future, to any benefit contained in this memorandum. The parties acknowledge that the WPMEA did not negotiate the stipend or the compensation derived therefrom and execute this Agreement as the City Clerk’s Union representation.

FOR THE CITY OF WESTFIELD

Donald F. Humason, Jr., Mayor
Date: 9/3/2020

FOR WPMEA

Ashlie Felix, WMPEA President
Date: 9/2/2020

WMPEA
Date: 9/2/2020

Law Dept. - Approved as to form:

Date: 9/2/2020
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 27th day of March 2020, by and between City of Westfield hereinafter “City”, a municipal corporation, as the employer by and through its duly authorized Mayor and The Westfield Professional Municipal Employee Association, hereinafter “WPMEA”, through its duly authorized President.

WITNESSETH:

WHEREAS, the parties to this agreement are also parties to a collective bargaining agreement in present force and effect (hereinafter “Collective Bargaining Agreement”); and

WHEREAS, the position of Sealer of Weights and Measures is one of the job titles represented by the WPMEA; and

WHEREAS, Robert Popko presently serves as Sealer of Weights and Measures for the City of Westfield; and

WHEREAS, the Mayor wishes to exercise his discretion under Chapter 40 §4 and enter into a Shared Services Intermunicipal Agreement with the Town of Southwick, Massachusetts; and

WHEREAS, the Mayor seeks to use the services of the City of Westfield’s Sealer of Weights and Measures to perform the shared services.

NOW THEREFORE, the parties do hereby agree as follows:

1. Upon execution and through the term of the Shared Services Intermunicipal Agreement, the City of Westfield’s Sealer of Weights and Measures will perform the duties as described in the City of Westfield Sealer of Weights and Measures job description, attached as Exhibit A and incorporated by reference, for both the City of Westfield and the Town of Southwick. A copy of the executed Intermunicipal Agreement will be attached hereto as Exhibit B and incorporated by reference upon execution of the IMA.

2. The Sealer of Weights and Measures duties performed for the Town of Southwick will be completed during business hours of the City of Westfield, as referenced in Article IX of the Collective Bargaining Agreement.

3. The Sealer of Weights and Measures duties performed by Employee for the Town of Southwick will be completed using his own commercial vehicle.

4. The Sealer of Weights and Measures’ work week, as described in Article IX of the Collective Bargaining Agreement, should not normally exceed thirty-five (35) hours. Employee will not be subject to emergency assignments for Southwick. However, as referenced in Article
IX of the Collective Bargaining Agreement, this paragraph does not eliminate the possibility of emergency assignments for the City of Westfield.

5. The Sealer of Weights and Measures will remain an employee of the City of Westfield and will be subject to and entitled to any and all regulations, rules, employment standards, contracts, benefits and insurance coverage applicable to said position, including but not limited to the Collective Bargaining Agreement.

6. For any work performed for the Town of Southwick, the Sealer of Weights and Measures shall be held to the same performance standards as those for work performed for the City of Westfield and shall be subject to the same disciplinary actions. Any disciplinary action will be instituted by City of Westfield.

7. The Sealer of Weights and Measures will maintain governmental (local, state and federal) standards and requirements for recordkeeping and inspection notifications for both Westfield and Southwick.

8. During the existence of the Intermunicipal Agreement, the Sealer of Weights and Measures shall receive a quarterly stipend of one hundred twenty-five dollars ($125.00) payable each quarter during the term of this agreement. It is further agreed that the employee shall be reimbursed for personal mileage and use of his personal vehicle associated with providing said services to the Town of Southwick the sum of $50.00 per quarter. This amount shall be above and beyond any stipend received from the City for performing required such functions for the City of Westfield. It is further agreed that the City will commence quarterly payments as of October, 2019;

9. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

Donald F. Humason, Jr., Mayor
Dated: 4/13/2020

FOR THE WPMEA

Union Vice President, Tammy Tefft
Dated: 3/30/2020

Union Rep
Dated: 3/31/2020

Robert Popko
Dated: 4-1-2020

Employee

Union Rep
Dated: 4/11/2020
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this ____ day of February, 2020 by and between the City of Westfield and Westfield Professional Municipal Employees Association (hereinafter "WPMEA") to enable the hiring of a Public Health Nurse for the City of Westfield.

1) The parties agree that Evelyn Bristol was hired as the Public Health Nurse for the City of Westfield;

2) The parties agree, that as of her effective date of hire (February 24, 2020), she will be paid at grade DCC, Step 6.

Executed this ____ day of February, 2020

FOR THE CITY OF WESTFIELD:

[Signature]
MAYOR

DATE: 2/28/2020

FOR THE WPMEA:

[Signature]
ASHLIE FELIX,
PRESIDENT

DATE: 2/28/2020

DATE: 2/28/2020

Evelyn M. Bristol

Date: 2/28/2020
AMENDMENT TO MEMORANDUM OF AGREEMENT

This Amendment to the Memorandum of Agreement dated June 11, 2019 is entered into this 30th day of December, 2019, by and between City of Westfield hereinafter “City”, a municipal corporation, as the employer by and through its Mayor and The Westfield Professional Municipal Employee Association, hereinafter “WPMEA”, through its President, for the purposes of amending the collective bargaining agreement between the parties as follows:

WHEREAS, the Memorandum of Agreement dated June 11, 2019 erroneously referred to the titles of William Mayne and Edward Boucher as Water Engineer; and,

WHEREAS, the correct title for both William Mayne and Edward Boucher is Engineering-Aide.

Now THEREFORE, it is agreed by both the City and WPMEA that the job titles be amended in the Agreement from Water Engineer to Engineering-Aide to reflect the correction.

This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Mayor

FOR THE WPMEA

[Signature]
Union President, Ashlie Felix
Dated: 12-31-19

Employee: [Signature]
William Mayne

Employee: [Signature]
Edward Boucher
MEMORANDUM OF AGREEMENT

This Agreement is entered into this ______ day of June, 2019, by and between City of Westfield hereinafter “City”, a municipal corporation, as the employer by and through its duly authorized Mayor and The Westfield Professional Municipal Employee Association, hereinafter “WPMEA”, through its duly authorized President, for the purposes of amending the collective bargaining agreement between the parties as follows:

1. Pursuant to the previously executed successor agreement of 2016-2019, the parties hereby agree to move the following positions onto the WPMEA wage schedule, as follows, with effective dates for each position of July 1, 2019. The parties agree step movement for the positions listed below shall be amended to July 1, 2019, at the step specifically listed, and unit members holding the positions listed on the grid shall not obtain step movement until July 1, 2020 and then following the collective bargaining agreement thereafter:
   a. Public Nurse (Cassandra Laverty): DC-C, Step 3 $54,893.00
   b. Water Engineer (William Mayne): DC-C, Step 2 $50,183.00
   c. Water Engineer (Edward Boucher): DC-C, Step 2 $50,183.00

2. Parties agree to reclassify Veterans Coordinator.
   a. Parties agree to move the position of Veterans Coordinator. Effective July 1, 2019, from Director B scale to Department Head E scale
   b. Also effective July 1, 2019, Parties agree to replace the Department Head E wage scale with the Direct A scale
   c. The end result is that the Veterans Coordinator, effective July 1, 2019, shall be reclassified as DH-E, with the DH-E wages mirroring the Dir-A wages of the 2016-2019 CBA, exclusive of Cost of living adjustments.

3. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Brian Sullivan, Mayor

FOR THE WPMEA

[Signature]
Union President, Ashlie Felix
Dated: 01/11/19

Dated: __________________________

______________________________
Employee
Dated: __________________________
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this _____ day of October, 2019 by and between the City of Westfield and Westfield Professional Municipal Employees Association (hereinafter "WPMEA") to enable the hiring of a Conservation Coordinator for the City of Westfield.

1) The parties agree that Meredith Borenstein was hired as the Conservation Coordinator for the City of Westfield;
2) The parties agree, that as of her effective date of hire (September 30, 2019), she will be paid at grade DCD, Step 6.

Executed this _____ day of October, 2019

FOR THE CITY OF WESTFIELD

DATE: 10-9-19

MAYOR

DATE: 10-9-19

FOR THE WPMEA

DATE: 10-9-19

ASHLE FELIX, PRESIDENT

DATE: 10-9-19

TAMMY TEFIT
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this __20__ day of September, by and between the City of Westfield, hereinafter "City", employer by and through its duly authorized Mayor, and Westfield Professional Municipal Employees Association, hereinafter "Union", the collective bargaining agent through its duly authorized President as follows:

1. The City and the Union agree to extend an existing MOA to allow Karen Leigh to continue to provide Conservation Coordinator services on a part time basis through October 4, 2019;

2. All other terms and conditions of the original MOA, attached, remain in effect.

This agreement is made consistent with the current collective bargaining agreement between the parties and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]

Brian P. Sullivan, Mayor

Date: 9-20-19

FOR WPMEA

[Signature]

Ashlie Felix, Union President

Date: 9-20-19
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 27th day of August, 2019, by and between the City of Westfield, hereinafter "City", employer by and through its duly authorized Mayor, and Westfield Professional Municipal Employees Association, hereinafter "Union", the collective bargaining agent through its duly authorized President as follows:

1. The City and the Union agree that Karen Leigh, Conservation Coordinator has chosen to retire from the City of Westfield effective August 2, 2019; and

2. The City and the Union agree, that it is desirable to have someone provide continuity of services to the Westfield Conservation Commission until a replacement is found; and

3. The City and Union agree that, on a short term, and temporary basis, that Karen Leigh is both willing and able to provide said services to the City;

4. The City and the Union agree that Karen Leigh may continue to work as the City of Westfield, Conservation Coordinator, for a period not to exceed six (6) weeks for up to (10) hours per week, at an hourly rate of $35.00 per hour; and

5. The agreement with Karen Leigh will terminate upon the lesser of, one week immediately following the start date of the replacement hire, or six weeks' time unless otherwise agreed to by the parties.

This agreement is made consistent with the current collective bargaining agreement between the parties and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Brian P. Sullivan, Mayor
Date: 8-27-19

FOR WPMEA

[Signature]
Ashlee Felix, Union President
Date: 8-27-19

[Signature]
Tammy Jeffer
Date: 8-27-19

[Signature]
Karen Leigh
Date: 8-27-19

[Signature]
Mark Cressotti
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this ______ day of September, 2019, by and between the City of Westfield, hereinafter "City", as the employer by and through its duly authorized Mayor and the Westfield Professional Municipal Employee Association, hereinafter "WPMEA", through its duly authorized President, clarifying language in the Memorandum of Agreement dated March 9, 2018:

1. It is the intent of the parties to enter into a Shared Services Intermunicipal Agreement with the Town of Southwick regarding Weights and Measures services and to have Rob Popko receive a quarterly stipend of one hundred and twenty-five dollars ($125.00).

2. Paragraph 8 should read:

   a. During the existence of the Intermunicipal Agreement, the Sealer of Weights and Measures shall receive a quarterly stipend of one hundred twenty-five dollars ($125.00) payable each quarter during the term of this agreement.

   b. It is further agreed that the employee shall be reimbursed for personal mileage and use of his personal vehicle associated with providing said services to the Town of Southwick the sum of $50.00 per quarter. This amount shall be above and beyond any stipend received from the City for performing required such functions for the City of Westfield.

3. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

Brian Sullivan, Mayor
Dated: 9-4-19

FOR THE WPMEA

Union President, Ashlie Felix
Dated: 9-3-19

Employee: Robert Popko
Dated: 11-12-19
Good morning Mayor,

After our brief meeting on Friday, I've given it some thought and decided that I'll do my best to get as much done for inspections as I can.

Sincerely,
Rob

Rob Popko
City Of Westfield
Dept. Of Weights & Measures
59 Court St.
Westfield, Mass. 01085
(413) 572-6241
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 27th day of August, 2019, by and between the City of Westfield, hereinafter "City", employer by and through its duly authorized Mayor, and Westfield Professional Municipal Employees Association, hereinafter "Union", the collective bargaining agent through its duly authorized President as follows:

1. The City and the Union agree that Karen Leigh, Conservation Coordinator has chosen to retire from the City of Westfield effective August 2, 2019; and

2. The City and the Union agree, that it is desirable to have someone provide continuity of services to the Westfield Conservation Commission until a replacement is found; and

3. The City and Union agree that, on a short term, and temporary basis, that Karen Leigh is both willing and able to provide said services to the City;

4. The City and the Union agree that Karen Leigh may continue to work as the City of Westfield, Conservation Coordinator, for a period not to exceed six (6) weeks for up to (10) hours per week, at an hourly rate of $35.00 per hour; and

5. The agreement with Karen Leigh will terminate upon the lesser of, one week immediately following the start date of the replacement hire, or six weeks’ time unless otherwise agreed to by the parties.

This agreement is made consistent with the current collective bargaining agreement between the parties and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Brian P. Sullivan, Mayor
Date: 8-27-19

FOR WPMEA

[Signature]
Ashlie Felix, Union President
Date: 8-27-19

[Signature]
Tammy Tefft
Date: 8-27-19

[Signature]
Karen Leigh
Date: 8-27-19

[Signature]
Mark Cressotti
June 21, 2019

Dear Maureen:

Concerning your request to carry-over vacation time of up to 130 hours into FY 2020, while we had an agreement that you would utilize all accrued vacation time in this fiscal year, I recognize that there were extenuating circumstances due to changes in the Treasurer/Collector’s office, that prevented you from fully utilizing this time. As such, I am authorizing the carry-over of up to 130 hours (excluding the grandfathered vacation accrual), conditioned on the following:

- That you use this vacation time by December 31, 2019;
- Upon completion of FY2020 you will only be allowed to carry-over up to the 35 hours as permitted under the collective bargaining agreement (excluding the 70 hours of grandfathered vacation accrual). All other outstanding vacation time will be forfeited.
- You further understand that the Treasurer/Collector with the Personnel Director will seek prior approval of the Mayor, should circumstances arise in that office that might otherwise impact your ability to use this vacation time in FY2019 or FY2020.

Thank you for your efforts to resolve this matter in FY2019 and your continued support of the needs of the department. However, we need to bring this matter to full resolution this year.

Sincerely,

[Signature]
Brian P. Sullivan - Mayor
[Signature]
[Date]
Memo

To: Ronald Laurin
From: Joanne Lemelin, Acting Personnel Director
Date: March 5, 2019
Re: Memorandum of Agreement

Attached for your file, please find an original copy of the fully executed Memorandum of Agreement. If you have any questions, please let me know.

Attachment

Cc: Lynn Robienciezak
    Ashlie Felix, Union President
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 27th day of February, 2019, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the salary levels, terms and conditions of employment of Ronald Laurin, as follows:

1. It is understood and agreed between the parties that Ronald Laurin, having been designated and appointed, shall hold the position of Local Building Inspector and be placed at ADH C, Step 2, effective March 18, 2019.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

Brian Sullivan, Mayor

Employee, Ronald Laurin

FOR THE WPMEA

Union President, Ashlie Felix
Dated: 3/1/19

Dated: 3/1/19
Memo

To:    Christian N. Duquette
From:  Jane F. Sakiewicz, Personnel Director
cc:    Payroll/Auditing
Date:  January 15, 2019
Re:    Personal Service Agreement and Memorandum of Agreement

Attached is a fully executed original of your Personal Service Agreement.

If you have any questions, please let me know.

Jane F. Sakiewicz, PHR, IPMA-CP
Personnel Director

Attachment
Memo

To: Christian N. Duquette
From: Jane F. Sakiewicz, Personnel Director
cc: Payroll/Auditing
Date: January 15, 2019
Re: Personal Service Agreement and Memorandum of Agreement

Attached is a fully executed original of your Personal Service Agreement.

If you have any questions, please let me know.

Jane F. Sakiewicz, PHR, IPMA-CP
Personnel Director

Attachment
MEMORANDUM OF AGREEMENT

This Agreement is entered into this _______ day of December, 2018, by and between the Westfield Professional Municipal Employee Association ("WPMEA"), acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield or his designee ("City") for the purpose of clarifying the part time temporary position in the Building Department, terms and conditions of employment of Christian Duquette ("Employee"). This is meaning and intending to amend and extend the Memorandum of Agreement between the same parties dated July 30, 2018; as follows:

1. This Agreement shall extend until June 30, 2019, subject to the hiring of a full time Building Inspector at which time, or within 2 weeks thereafter, this Agreement shall terminate.

All other provisions of the July 30, 2018 Agreement shall remain in full force and effect.

CITY OF WESTFIELD

By:

Christian Duquette
Department Head

FOR WPMEA

By:

Asst. to the Felix,
Vice President

Department Head
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 5th day of September 2018, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the salary levels, terms and conditions of employment of Julie Barnes, as follows:

1. It is understood and agreed between the parties that Julie Barnes, having been designated and appointed by the Mayor, the appointing authority, shall hold the position of Director of Veterans Services and be placed at DIR B, Step 2, effective August 20, 2018.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Brian Sullivan, Mayor

[Signature]
Employee, Julie Barnes

FOR THE WPMEA

[Signature]
Union President, Mark Cressotti
Dated: ______________________

[Signature]
Dated: 9/5/18

Dated: 2-5-15
August 31, 2018

TO: WPMEA

FROM: Jane Sakiewicz, Personnel Director

SUBJECT: Memorandum of Understanding

For your files, attached please find a fully executed copy of the Memorandum of Understanding dated August 31, 2018 regarding the stipend payment for Sean Stopa.

If you have any questions, please let me know.

Very truly yours,

Jane F. Sakiewicz, PHR, IPMA-CP
Personnel Director

Attachment

Cc: Mary Daley, Audit
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 31st day of August, 2018, by and between the City of Westfield, hereinafter “City”, as the employer by and through its duly authorized Mayor and the Westfield Professional Municipal Employee Association, hereinafter “WPMEA”, through its duly authorized President, clarifying language in the Memorandum of Agreement dated March 9, 2018:

1. It was the intent of the parties while in negotiations to enter into a Shares Services Intermunicipal Agreement with the Town of Southwick regarding Electrical Inspection services to have Sean Stopa receive a quarterly stipend of one hundred fifty dollars ($150.00).

2. Paragraph 8 should read:

   During the existence of the Intermunicipal Agreement, the Electrical Inspector shall receive a quarterly stipend of one hundred fifty dollars ($150.00) payable each quarter during the term of this agreement.

3. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

Brian Sullivan, Mayor

FOR THE WPMEA

Union President, Mark Cresotti

Dated: 8.31.18

Dated: 8.31.18

Dated: 8.31.18

Employee: Sean Stopa

Dated: 3.31.18
August 25, 2018

TO: AFSCME35, WPMEA

FROM: Jane Sakiewicz, Personnel Director

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the Memorandum of Agreement dated August 17, 2018 regarding the License Department (now License Division of the City Clerk's Office).

If you have any questions, please let me know.

Very truly yours,

Jane F. Sakiewicz, PHR, IPMA-CP
Personnel Director

Attachment

Cc: Mary Daley, Audit
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 17th day of August, 2018, by and between the City of Westfield, hereinafter “City”, employer by and through its duly authorized Mayor, WPMEA, and AFSCME, Council 93, Local 346, through its duly authorized President, for the purpose of entering into an agreement regarding the License Department, and they have agreed to the following terms and conditions:

1. The License Department is currently under the supervision of the Director of Community Development, a member of WPMEA.

2. The License Department is currently staff with two full-time employees. Both employees are members of AFSCME.

3. The License Department currently acts as Clerk to the License Commission and handles duties associated with liquor licenses, business certificates, City Council issued licenses, Mayor issued licenses, Health Department licenses, Transfer Station entrance stickers, and parking ticket payments.

4. The parties agree that effective August 20, 2018, the staff and duties of the License Department shall become the License Division of the Clerk’s Office and will be supervised by the City Clerk.

5. The parties agree that effective August 17, 2018, the full-time Head Clerk position (AFSCME Grade 11) in the Building Department will be posted.

6. The parties agree that there will be no change in duties in the Health Department.
7. The parties agree that the Community Development Director will remain as Parking Clerk pursuant to City Ordinance No. 1668 with final approval May 24, 2017 and as such shall oversee all matters related to parking other than payments which shall be overseen by the City Clerk.

8. WPMEA and AFSCME agree that there will be no change in compensation for any employees.

9. The City will, if needed, submit to City Council any ordinance changes necessary to effectuate the terms of this Agreement.

10. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Mayor
Date: 8/22/18

FOR THE WPMEA

[Signature]
President
Date: 8/20/18

FOR AFSCME, LOCAL 346

[Signature]
President
Date: 8/20/18
DATE: August 23, 2018

TO: Robert Callahan

FROM: Jane Sakiewicz, Personnel Director

SUBJECT: Memorandum of Agreement and Personal Services Agreement

For your files, attached please find a fully executed original copy of the memorandum of agreement and your Personal Services Agreement regarding part-time Veterans Agent hours. This agreement is effective through December 31, 2018.

Attachment

cc: Mary Daly, City Auditor
    Julie Barnes, Veteran Services Director
Memorandum of Agreement

This Agreement is entered into this ______ day of August, 2018, by and between Westfield Municipal Employees Association, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the part time temporary position in the Veterans Services Department, terms and conditions of employment of Robert Callahan, as follows:

1. The current Director of Veterans Services, Robert Callahan, is retiring on August 1, 2018.

2. Employee Robert Callahan possesses the requisite training, education, experience, knowledge and familiarity with the existing Veterans Services Office and he is able to expedite, facilitate, and train a future Director of Veterans Services, and has the requisite skill to satisfy the City demands and needs of the office:

3. The City is in immediate need for a professional in order to complete required reporting in a timely and professional manner in accordance with the relevant legal mandates.

4. The employee shall be under supervision and direction of the Mayor.

5. The employee is employed as a part-time Veterans Service Agent.

6. The Employee shall perform such duties as required and directed by the Mayor.

7. Employee shall receive an hourly rate of $29.21 per hour and shall be paid in a bi-weekly pay period.

8. Employee shall not work more than 10 hours in any week without the prior approval of the Mayor.

9. Except for the employee's hourly rate of pay, the employee, unless prescribed by law, is not entitled to any other benefit or compensation and shall not receive any additional benefit for compensation. The employee will be provided with a City email account.
10. The services to be performed under this Agreement shall commence August 1, 2018 and shall be completed by December 31, 2018 or earlier. If necessary, this agreement may be extended by written amendment executed by the parties hereto. Funds are to be taken from the Veterans Services Department Part Time Hourly Account.

11. The provisions above constitute the entirety of the agreement, and this agreement shall modify the current agreement between the parties to the extent noted above with all remaining provisions remaining in full force and effect.

[Signatures]

Brian P. Sullivan, Mayor

WPMEA President

Robert Callahan

Date
Memorandum of Agreement

This Agreement is entered into this 30th day of July, 2018, by and between Westfield Municipal Employees Association, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the part-time temporary position in the Building Department, terms and conditions of employment of Christian Duquette, as follows:

1. The current Local Building Inspector, Christian Duquette, has resigned his position effective July 20, 2018.

2. The City has posted and advertised (July 14, 2018) to fill this vacant position. This posting will remain open until a qualified candidate is selected.

3. Employee Christian Duquette possesses the requisite training, education, experience, knowledge and familiarity with the Building Department and he is able to expedite, facilitate, and accomplish work in a timely manner and has the requisite skills to satisfy the City’s demands and needs of the office.

4. Employee Christian Duquette’s skills, knowledge, experience, and training are critical to the continued efficient operation of the Building Department and the City is in immediate need for a professional as unusually qualified as employee, in order to complete ongoing projects in a timely and professional manner in accordance with the relevant legal mandates.

5. The employee shall be under supervision and Building Commissioner.

6. The employee is employed as a part-time Building Inspector.

7. The Employee shall perform such duties as required and directed by the Building Commissioner.

8. Employee shall receive an hourly rate of $28.58 per hour and shall be paid in a bi-weekly pay period.

9. Employee shall not work more than 19 hours in any week.
10. Except for the employee's hourly rate of pay, the employee, unless prescribed by law, is not entitled to any other benefit or compensation and shall not receive any additional benefit for compensation. The employee will be provided with a City email account.

11. The services to be performed under this Agreement shall commence August 1, 2018 and shall be completed by December 31, 2018 or earlier. If necessary, this agreement may be extended by written amendment executed by the parties hereto. Funds are to be taken from the Building Department Part Time Hourly Account.

12. The provisions above constitute the entirety of the agreement, and this agreement shall modify the current agreement between the parties to the extent noted above with all remaining provisions remaining in full force and effect.

Brian P. Sullivan, Mayor

WPMEA President

Christian Duquette

Department Head
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 9th day of March, 2018, by and between City of Westfield hereinafter “City”, a municipal corporation, as the employer by and through its duly authorized Mayor and The Westfield Professional Municipal Employee Association, hereinafter “WPMEA”, through its duly authorized President.

WITNESSETH:

WHEREAS, the parties to this agreement are also parties to a collective bargaining agreement in present force and effect (hereinafter “Collective Bargaining Agreement”); and

WHEREAS, the position of Electrical Inspector is one of the job titles represented by the WPMEA; and

WHEREAS, Sean Stopa presently serves as Electrical Inspector for the City of Westfield; and

WHEREAS, the Mayor wishes to exercise his discretion under Chapter 40 §4 and enter into a Shared Services Intermunicipal Agreement with the Town of Southwick, Massachusetts; and

WHEREAS, the Mayor seeks to use the services of the City of Westfield’s Electrical Inspector to perform the shared services.

NOW THEREFORE, the parties do hereby agree as follows:

1. Upon execution and through the term of the Shared Services Intermunicipal Agreement, the City of Westfield’s Electrical Inspector will perform the duties as described in the City of Westfield Electrical Inspector job description, attached as Exhibit A and incorporated by reference, for both the City of Westfield and the Town of Southwick. A copy of the executed Intermunicipal Agreement will be attached hereto as Exhibit B and incorporated by reference upon execution of the IMA.

2. The Electrical Inspector duties performed for the Town of Southwick will be completed during business hours of the City of Westfield, as referenced in Article IX of the Collective Bargaining Agreement.

3. The Electrical Inspector duties performed by Employee for the Town of Southwick will be completed using a City of Westfield vehicle.

4. The Electrical Inspector’s work week, as described in Article IX of the Collective Bargaining Agreement, should not normally exceed thirty-five (35) hours. Employee will not be subject to emergency assignments for Southwick. However, as referenced in Article IX of the Collective Bargaining Agreement, this paragraph does not eliminate the possibility of emergency assignments for the City of Westfield.
5. The Electrical Inspector will remain an employee of the City of Westfield and will be subject to and entitled to any and all regulations, rules, employment standards, contracts, benefits and insurance coverage applicable to said position, including but not limited to the Collective Bargaining Agreement.

6. For any work performed for the Town of Southwick, the Electrical Inspector shall be held to the same performance standards as those for work performed for the City of Westfield and shall be subject to the same disciplinary actions. Any disciplinary action will be instituted by City of Westfield.

7. Electrical Inspector will maintain governmental (local, state and federal) standards and requirements for recordkeeping and inspection notifications for both Westfield and Southwick.

8. During the existence of the Intermunicipal Agreement, the Electrical Inspector shall receive a quarterly stipend of One Hundred Fifty Dollars ($150.00), payable after each quarter of work completed under this agreement.

9. During the existence of the Intermunicipal Agreement, the Electrical Inspector shall receive one (1) personal day after each six (6) month period of work completed under this agreement. The personal day must be used within six (6) months of accrual and may not be carried over beyond the six (6) month usage period.

10. The Westfield Superintendent of Buildings shall meet with the Electrical Inspector at least quarterly to discuss workloads and other concerns or issues related to the Intermunicipal Agreement. The parties agree to reopen discussions when necessary regarding concerns or issues related to the IMA.

11. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

Brian Sullivan, Mayor

3-9-18

FOR THE WPMEA

Mark Cresotti

Union President

3-9-18

Employee

Dated: 3-9-18

3-9-18
GENERAL STATEMENT OF DUTIES AND RESPONSIBILITIES:

Work involves responsibility for scheduling and performing, or causing the performance of, building and related inspections, providing contractors and other members of the public with information regarding construction requirements and enforcing various City and State codes related to construction and soundness of buildings, specifically electrical codes.

SUPERVISION:

Position exercises significant independent judgment. Appointing Authority is the Mayor. Supervision provided by Superintendent of Building. Performance is reviewed through conferences and administrative reports for overall compliance with City requirements and is otherwise evaluated in conformity with City policy.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Is directly responsible for assuring timely and accurate inspections buildings in conformity with State Building Code, the Massachusetts Electrical Code (527 CMR 12.00) and codes or portions of codes related thereto; issues permits.
- Reports violations of code to Superintendent of Building; undertakes such remedial, corrective or enforcement actions as required including permit revocation.
- Follows departmental rules, regulations and policies; assists in processing and administering fees; maintains office hours as required by Superintendent of Building.
- Maintains records regarding inspections scheduled and performed in accordance with standard procedures, assists in maintenance of all departmental records.
- Reviews plans and specifications for conformity with the requirements of M.G.L. Ch. 143, Sec. 3L and relevant State regulations, e.g., 527 CMR 12.
- Inspects properties for unsafe conditions and takes such actions as lawful and appropriate with respect thereto.
- Provides or causes to be provided information to contractors and other members of the public with respect to City building and construction requirements.
- Promotes and maintains positive and responsive community relations including direct response to citizen complaints as authorized and appropriate.
- Attends meetings with other City employees, officials and boards as required so as to promote harmonious and positive interdepartmental relations; meets with state, regional and federal agencies as warranted.
- Such other related duties as required.
OTHER ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES:

Ability to read, understand and explain blueprints and to do so on the jobsite with electrical contractors, general contractors and third parties such as resident engineers, clerks of the works and owners and their representatives. Ability to write and speak clearly in English and to translate technical information into laymen's terms. Ability to establish and maintain effective working relationships with City officials, other City employees and departments, particularly the Gas and Electric Light department, and to be courteous and professional in all dealings with the public.

EDUCATION AND EXPERIENCE:

High School graduate or equivalent. At least five (5) years of practical experience as Massachusetts licensed electrician in the five (5) years immediately preceding appointment or five (5) years as inspector of wires or electrical inspector in the five (5) years immediately preceding appointment or some combination thereof totaling no less than five (5) years. Massachusetts drivers' license.

SKILLS AND QUALIFICATIONS:

- High degree of knowledge regarding Massachusetts Electrical Code.
- General knowledge of the quality and strength of building materials
- General knowledge of accepted requirements for building construction, fire prevention, light, ventilation, safe exits and general knowledge of other equipment and materials essential for safety, comfort and convenience of the occupants of a building or structure.
- General knowledge of construction contract administration and estimation.

PHYSICAL, MOTOR, AND VISUAL SKILLS

Physical Skills
Some of the work is sedentary in nature, being performed at departmental headquarters in the Municipal Building. Most work is done on site in the field while engaged in inspections of buildings, lots, construction sites, etc. Ability to access all such sites which may include moderate walking, occasional climbing, bending and reaching so as to assure code compliance is required.

Motor Skills
Work may occasionally be performed in adverse weather conditions and occasionally at night.

Visual Skills
Visual demands require routinely reading documents for general understanding.

The City of Westfield is committed to maintaining a work environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information or disability, as defined and required by state and federal laws. Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation.

Electrical Inspector
February 2018

2
INTERMUNICIPAL AGREEMENT

AGREEMENT (hereinafter "the Agreement") made this 29th day of July, 2018, by and between the CITY OF WESTFIELD, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, acting by its Mayor, with the approval of the City Council (hereinafter referred to as "Westfield"), the Town of Southwick, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, acting by and through its Board of Selectmen (hereinafter referred to as "Southwick"), (hereinafter referred to as "The PARTIES"), all under the authority of Massachusetts General Laws, Chapter 40, Section 4A.

WHEREAS, Westfield has a full time electrical inspector, a member of a collective bargaining unit, who has the capability to perform inspections for Southwick; and

WHEREAS, Westfield has negotiated with the inspector’s collective bargaining unit and has come to a written agreement to allow the inspector to perform work in Southwick; and,

WHEREAS, Westfield and Southwick have determined that the sharing of the cost of an electrical inspector would be beneficial to each municipality; and

WHEREAS, this Agreement shall provide for the terms, conditions and liabilities of the PARTIES with respect to the inspections performed by the Westfield electrical inspector in the Southwick, including but not limited to, term, payments and procedures for each municipality.

WHEREAS, the City Council of Westfield with the approval of the Mayor and the Board of Selectmen of Southwick, agree to enter into this agreement in accordance with the provisions of M.G.L. c.40, §4A.

NOW, THEREFORE, in consideration of the promises and mutual benefits to be derived by the PARTIES hereto, the PARTIES agree as follows:
1. The Mayor of Westfield and the Town Administrator for Southwick, or respective
designees will be the municipalities' representatives to oversee this Agreement. The
approval of Westfield’s City Council shall be required to amend this Agreement. The
approval of Southwick’s Board of Selectmen shall be required to amend this
Agreement.

2. Any privileges and immunities from liability and exemptions from laws, ordinances
or regulations that electrical inspectors employed by any of the PARTIES hereto in
their own jurisdictions, shall be effective in the jurisdiction in which they are giving
assistance unless otherwise prohibited by law.

3. Upon execution of this Agreement and continuing for a term of one (1) year,
Westfield shall provide electrical inspection services to Southwick. Should either
party desire to terminate this Agreement, they shall give ninety (90) days written
notice to the other Party. This Agreement can be extended upon written agreement of
both parties for three (3) additional two (2) year terms.

4. During the Term of the Agreement, Southwick shall pay Westfield an annual fee of
Fourteen Thousand and 00/100 Dollars ($14,000.00), which shall cover up to two
hundred seventy-five (275) inspections. Any inspection required over the 275 will be
charged at a rate of Sixty and 00/100 Dollars ($60.00) per inspection. Payment for
the annual fee and any additional inspections shall be made in quarterly installments
on or before July 1st, October 1st, January 1st and April 1st.

5. Increases shall be adjusted in accordance with the fee schedule adopted by Westfield
and any negotiated rate increases for the electrical inspector for Westfield. Westfield
shall notify Southwick of any proposed rate increase ninety (90) days prior to said rate increase being effective.

6. The PARTIES agree to the following protocol for electrical inspections in Southwick.

   a.) Paper Application Protocol:

      i.) Once Southwick receives a request for an inspection, an email with electrical contractor contact information and a copy of the permit application shall be sent to the electrical inspector of Westfield (the Inspector) with a copy to the Building Officials for each community. Southwick shall inform the applicant to contact the Westfield electrical inspector to schedule the inspection.

      ii.) Once the inspection is complete, the Inspector shall inform the electrical contractor, the electrical supply company (Eversource) if necessary, and the Southwick Building Official.

   b.) Electronic Permitting System (the System) Protocol:

      i.) A tablet will be provided to the Westfield Inspector by Southwick. The tablet will at all times remain the sole property of Southwick and is to be used for inspections only. No other software shall be installed on the tablet. Inspection requests will be entered into the system by Southwick. The tablet will be synced by the Inspector each working day morning to capture any inspections which were entered in the day before.

      ii.) Once the inspection is complete, the Inspector shall note it on the tablet and notify the electrical supply company (Eversource) if required. At the end
of each work day the Inspector will again sync the tablet to upload the inspection results to the system.

c.) Inspections for Westfield shall take priority over Southwick inspections.

7. During any period that the Westfield Electrical Inspector is in Southwick, that Inspector shall not be considered an employee of Southwick and any rights and benefits accruing to the Inspector shall be pursuant to any applicable agreement with Westfield.

8. Southwick shall be responsible for payment of its legal fees for any court appearance by its legal counsel as a result of any actions taken by the Westfield Electrical Inspector while he/she is rendering services as provided for in this Agreement.

9. Southwick shall indemnify and hold Westfield harmless from any actions, suits, damages or causes of action which may be brought as a result of the acts of the Westfield Electrical Inspector which may arise when the Westfield Electrical Inspector is rendering services as provided for in this Agreement, unless any action, suits, damages or causes of action are the result of the negligence provided by Westfield Electrical Inspector.

10. Neither one of the communities shall assign or transfer their respective interests in this agreement without prior written approval of other communities thereto.

11. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement.

12. This Agreement may be amended only by a written instrument signed by all parties.

13. By signing this Agreement, the parties warrant and represent that the signor has full authority to act on behalf of their municipality and that they have obtained all
governmental approvals necessary to bind their municipality to the terms and
conditions of this Agreement, including the commitment to pay the annual
assessment.

14. This Agreement represents the entire agreement and supersedes all prior negotiations,
representations or agreements, either written or oral.

TOWN OF SOUTHWICK

SELECT BOARD

Joseph L. Deedy, Chairman

Russell S. Fox, Vice Chairman

Douglas A. Mogin, Clerk

Approved as to form:

______________________________
Town Counsel

CITY OF WESTFIELD

Brian P. Sullivan, Mayor

Approved as to form:

______________________________
Assistant City Solicitor

ATTEST:

Karl Stinehard
Chief Administrative Officer

Karen Fanion, City Clerk
RESOLUTION 2900
CITY OF WESTFIELD

IN CITY COUNCIL

JULY 5, 2018

A RESOLUTION APPROVING AN INTERMUNICIPAL AGREEMENT REGARDING ELECTRICAL INSPECTION SERVICES WITH THE TOWN OF SOUTHWICK

WHEREAS, The City of Westfield, has a full-time Electrical Inspector and the Town of Southwick has been hiring a per diem Electrical Inspector for inspections in the Town of Southwick; and

WHEREAS, Massachusetts General Law, Chapter 40, Section 4A authorizes cities and towns in the Commonwealth to enter into inter-municipal agreements with the approval of the City Council and the Mayor in cities; and

WHEREAS, an Inter-Municipal Agreement has been negotiated between the City of Westfield and the Town of Southwick allowing the Electrical Inspector for the City of Westfield to perform inspections in the Town of Southwick.

NOW, THEREFORE, BE IT RESOLVED, by the Westfield City Council that authority be given to the Mayor to enter into an inter-municipal agreement for Electrical Inspection Services with the Town of Southwick.

Presented to the Mayor

For Approval July 6, 2018

Approved by the Mayor

July 9, 2018

Karen Panion, City Clerk

Brian F. Sullivan, Mayor
Memo

To: To Whom It May Concern
From: Karen M. Fanion, City Clerk
Date: July 6, 2018
RE: Excerpt from July 5, 2018 Westfield City Council minutes

Upon motion of Councilor Onyski, it was
VOTED: That the Resolution entitled "A RESOLUTION APPROVING AN INTERMUNICIPAL AGREEMENT REGARDING ELECTRICAL INSPECTOR SERVICES WITH THE TOWN OF SOUTHWICK".

The vote on the foregoing was as follows:

Dave Flaherty Absent
Cindy Harris Yes
Nicholas Morganelli, Jr. Yes
William Onyski Yes
Robert Paul, Sr. Yes
Andrew Surprise Yes
Dan Allie Yes
Mary Ann Babinski Yes
Brent Bean II Yes
John Beltrandi III Yes
Michael Burns Yes
Matt Emmershy Absent
Ralph Figy Yes
RESOLUTION 2900
CITY OF WESTFIELD

IN CITY COUNCIL

JULY 5, 2018

A RESOLUTION APPROVING AN INTERMUNICIPAL AGREEMENT REGARDING ELECTRICAL INSPECTION SERVICES WITH THE TOWN OF SOUTHWICK

WHEREAS, The City of Westfield, has a full-time Electrical Inspector and the Town of Southwick has been hiring a per diem Electrical Inspector for inspections in the Town of Southwick; and

WHEREAS, Massachusetts General Law, Chapter 40, Section 4A authorizes cities and towns in the Commonwealth to enter into inter-municipal agreements with the approval of the City Council and the Mayor in cities; and

WHEREAS, an Inter-Municipal Agreement has been negotiated between the City of Westfield and the Town of Southwick allowing the Electrical Inspector for the City of Westfield to perform inspections in the Town of Southwick.

NOW, THEREFORE, BE IT RESOLVED, by the Westfield City Council that authority be given to the Mayor to enter into an inter-municipal agreement for Electrical Inspection Services with the Town of Southwick.

Presented to the Mayor

For Approval  July 6, 2018

Approved by the Mayor

July 9, 2018

Karen Fanion, City Clerk

Brian F. Sullivan, Mayor
MEMORANDUM

Date: March 12, 2018

To: Mark Cressotti, Union President

From: Jane Sakiewicz

Re: Memorandum of Agreement

Attached for your files, please find an original copy of the memorandum of agreement regarding Shared Services Intermunicipal Agreement with the Town of Southwick regarding the Electrical Inspector.

/aec

Attachment

cc: Audit
    Mayor
    Law
    Sean Stopa
MEMORANDUM

Date: April 20, 2018

To: Mark Cressotti, Union President

From: Jane Sakiewicz

Re: Memorandum of Agreement

Attached for your files, please find an original copy of the memorandum of agreement regarding the Public Health Nurse and the DPW Engineering Aides being eligible for overtime/compensatory time until wages are renegotiated with WPMEA.

/aec

Attachment

cc: Audit
    Payroll
    Law
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 17th day of April, 2018, by and between the City of Westfield, hereinafter "City", as the employer by and through its duly authorized Mayor and the Westfield Professional Municipal Employee Association, hereinafter "WPMEA", through its duly authorized President, clarifying language in the Collective Bargaining Agreement:

1. Through a Memorandum of Agreement dated July 31, 2017, the positions of Public Health Nurse and Water Division/DPW Engineering Aide were placed into WPMEA.

2. While it was the intent of the parties to have the Water Division/DPW Engineering Aides and Public Health Nurse receive the benefits as defined in the W.P.M.E.A. Collective Bargaining Agreement, the intent of this agreement is to clarify the issue of overtime/compensatory time for the said employees.

3. Effective with the July 31, 2017 Agreement, employees in the positions of Water Division/DPW Engineering Aides and Public Health Nurse are paid an hourly wage and will continue to be paid an hourly wage until WPMEA renegotiates their Collective Bargaining Agreement.

4. In accordance with the Fair Labor Standards Act, the Water Division/DPW Engineering Aides and the Public Health Nurse will be eligible for approved overtime and/or compensatory time until such time as their wages are renegotiated by WPMEA.

5. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

Brian Sullivan
Mayor

FOR THE WPMEA

Mark Cresotti
Union President

Dated: __________________________

EMPLOYEES

Employee: William Mayne

Employee: Edward Boucher

Employee: Cassandra Laverty

Dated: __________________________
February 9, 2018

Brian P. Sullivan, Mayor
City of Westfield
59 Court Street
Westfield, MA 01085

RE: Grievance – Decision to Not Pay Overtime
Employee: William Mayne

Dear Director,

Pursuant to Article VII, paragraph 2 of the Collective Bargaining Agreement, the Westfield Professional Municipal Employee Association, on behalf of William Mayne, hereby files a formal grievance on the decision of the Administration to not pay overtime rates for work in excess of 35 hours per week and/or 7 hours per day.

He proposed resolution is for the Administration to compensate Mr. Mayne the same manner that was in effect before the Memorandum of Agreement dated July 31, 2017 when he was transferred from the AFSCME bargaining unit to the WPMEA unit, which included overtime rates.

Respectfully submitted,

Mark Cressotti
President

In Agreement,

William Mayne

Cc: Personnel Dept.
MEMORANDUM

Date: January 18, 2018

To: Mark Cressotti

From: Jane Sakiewicz

Re: Memorandum of Agreement

Attached for your files, please find an original copy of a memorandum of agreement correcting the wage from the August 2017 MOA regarding William Mayne's wage.

/aec

Attachment

cc: Audit
    Payroll
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 18th day of January, 2018, by and between the City of Westfield, hereinafter "City", as the employer by and through its duly authorized Mayor and the Westfield Professional Municipal Employee Association, hereinafter "WPMEA", through its duly authorized President, clarifying language in the Collective Bargaining Agreement:

1. It was the intent of the parties while in negotiations to have the position of Water Department Engineering Aide placed into WPMEA under certain terms but due to a clerical error, that the wage listed for William Mayne was not the rate for his step on July 1, 2017, which he has been receiving.

2. Paragraph 6 c should read:

William Mayne Engineering Aide $21.73 per hour.

3. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Brian Sullivan, Mayor

[Signature]
Employee: William Mayne

FOR THE WPMEA

[Signature]
Union President, Mark Cresotti
Dated: 1/12/18

[Signature]
Dated: 1/12/18

[Signature]
Dated: 1/12/18
MEMORANDUM

Date: October 16, 2017
To: Mark Cressotti, WFMEA Union President
From: Jane Sakiewicz
Re: Memorandum of Agreement

Attached for your files, please find an original copy of the memorandum of agreement regarding the work of Jay Vinskey for the Community Preservation Committee effective October 1, 2017.

/acc

Attachment

cc: Audit
Payroll
Jeffrey Krok, Labor Counsel
MEMORANDUM OF AGREEMENT

This Agreement is entered into this __________ day of October, 2017, by and between City of Westfield hereinafter “City”, a municipal corporation, as the employer by and through its duly authorized Mayor and The Westfield Professional Municipal Employee Association, hereinafter “WPMEA”, through its duly authorized President. As a result of collective bargaining, the parties met and negotiated over the payment of the stipend provided to Jay Vinskey for CPC involvement, and they have agreed to the following terms and conditions:

1. Jay Vinskey shall perform work for the Community Preservation Committee including but not limited to the following:

   • Provide administrative assistance to the CPC, prepare for meetings, posts agendas and distribute to CPC committee and City Clerk. Attend CPC meetings and provides follow up for meetings, prepare correspondence and reports, and maintains records for office. Give presentations and input as needed.

   • Provide information and assistance to the public, respond to inquiries, requests, and complaints on the telephone and in person, explain department programs and policies, and refer individuals to other resources as deemed appropriate.

   • Process and assist in evaluation of funding applications as to eligibility, completeness and compliance with CPA provisions, rules and policies.

   • Ensure all required deed restrictions are filed appropriately or a grant agreement is executed before any funds are dispersed to private entities.

   • Performs administrative duties of office, screen telephone calls, sort and distribute mail, and maintain an adequate inventory of office supplies.

   • Process all CPA invoices (check for accuracy, obtain CGPC chair signature, copy deliver to accounting department, field status calls from vendors).

   • Research, retrieve and maintain information from files or other resources to assist board in its deliberations.

2. The parties agree Mr. Vinskey shall receive an annual stipend of $2,200 beginning October 1, 2017, which shall be paid from Community Preservation Act funds.

3. The parties agree the stipend shall be paid for service performed in four (4) equal installments during the course of the year. The stipend will be prorated should Mr. Vinskey cease work on the Community Preservation Committee.
4. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

Brian Sullivan, Mayor
10.10.17

Employee, Jay Vinskey

FOR THE WPMEA

Mark Cresotti
Union President
Dated: 10.12.17

Dated: 10/13/17

Dated: 10/11/17
WESTFIELD PROFESSIONAL MUNICIPAL EMPLOYEES ASSOCIATION

W.P.M.E.A

Jane Sakiewicz
Personnel Director
City of Westfield

Dear Jane,

We, the WPMEA negotiating committee, are writing to request the current contract be
reopened to discuss the City Planner stipend. Please let us know if we need to provide you with
additional information to get this accomplished in a timely manner.

Sincerely,

WPMEA Negotiating Committee

Mark Cressotti  Ashlie Felix  Thomas Hibert
City of Westfield, Massachusetts

Jane Sakiewicz, PHR, IPMA-CP
Personnel Director

Tel: (413) 572-6207
Fax: (413) 562-3466
59 Court Street
Westfield, Massachusetts 01085-3577
E-Mail: jsakiewicz@cityofwestfield.org

MEMORANDUM

DATE: September 20, 2017
TO: Mark Cressotti, WMPEA President
FROM: Jane Sakiewicz
SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement regarding Carissa Lisee's vacation time of four weeks.

Thank you.

/acc

Attachment

Cc: Mary Daley, City Auditor
Jeffrey Krok, Labor Counsel
Carissa Lisee, Superintendent of Buildings
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 26 day of September 2017, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the vacation time earned by Carissa Lisee, as follows:

1. It is understood and agreed between the parties that Carissa Lisee, having been appointed by the Mayor and confirmed by City Council, shall earn four (4) weeks of vacation time per year until she reaches five years of employment with the City, then she shall be entitled to vacation pursuant Collective Bargaining Agreement.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Brian Sullivan, Mayor

[Signature]
Employee, Carissa Lisee

FOR THE WPMEA

[Signature]
Union President, Mark Cresotti

Dated: 9-15-17
Dated: 9/15/17
MEMORANDUM

Date: August 2, 2017

To: Marisa Colon, AFSCME 35 Union President
    Mark Cressotti, WFMEA Union President

From: Jane Sakiewicz

Re: Memorandum of Agreement

Attached for your files, please find an original copy of the memorandum of agreement creating the non-union position of Chief Financial Officer during fiscal year 2018.

/aec

Attachment

cc: Audit
    Payroll
    Jeffrey Krok, Labor Counsel
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 24th day of July, 2017, by and between the City of Westfield, hereinafter "City", employer by and through its duly authorized Mayor, WPMEA, acting through their duly authorized President, and AFSCME, Council 93, Local 346, through its duly authorized President, for the purpose of entering into an agreement regarding creation of a position of Chief Financial Officer, and they have agreed to the following terms and conditions:

1. The City is intending to create a non-union position of Chief Financial Officer during fiscal year 2018.
2. The creation of the position of Chief Financial Officer will be authorized by the Amendment of the Code of Ordinances of the City of Westfield.
3. The City and Unions have met and negotiated over the creation of the position of Chief Financial Officer.
4. The parties agree the creation of the position will have no impact on the reporting structures or appointing authority of the Audit Department, Treasurer/Collector Department, Purchasing Department and Assessor’s Department.
5. This position will be a non-union position.
6. Both AFSCME and WPMEA agree to accept implementation of the position as proposed by the City and both acknowledge and agree no change has occurred to any mandatory subject of bargaining related to their respective Unions.
7. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Mayor
Date: 8/2/17

FOR AFSCME, LOCAL 346

[Signature]
President
Date: 7/31/17

FOR THE WPMEA

[Signature]
President
Date: 7/26/17
MEMORANDUM

Date: August 2, 2017

To: Marisa Colon, AFSCME 35 Union President
   Mark Cressotti, WFMEA Union President

From: Jane Sakiewicz

Re: Memorandum of Agreement

Attached for your files, please find an original copy of the memorandum of agreement removing the Department of Public Works – Water Division Engineering Aides and the Health Department’s Public Health Nurse from the AFSCME 35 Union to the WMPEA.

/aec

Attachment

cc: Audit
    Payroll
    Jeffrey Krok, Labor Counsel
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 31st day of July, 2017, by and between the City of Westfield, hereinafter “City”, employer by and through its duly authorized Mayor, WPMEA, acting through their duly authorized President, and AFSCME, Council 93, Local 346, through its duly authorized President, for the purpose of entering into an agreement regarding placement of the positions of Water Department Engineering Aide and Public Health Nurse, and they have agreed to the following terms and conditions:

1. The positions of Water Department Engineering Aide and Public Health Nurse are currently part of AFSCME 35.

2. The parties agree that effective July 1, 2017, the positions of Water Department Engineering Aide and Public Health Nurse will be removed from AFSCME and placed in the WPMEA bargaining unit.

3. WPMEA agrees to accept the attached job descriptions for the positions.

4. The positions of Water Department Engineering Aide and Public Health Nurse will continue at the AFSCME negotiated wage rates until the Collective Bargaining Agreement is renegotiated at the time of expiration of the current Agreement and subject to budgetary approval and appropriation.

5. It is agreed that the positions are currently held as follows:
   a. Cassandra Laverty Public Health Nurse
   b. Edward Boucher Engineering Aide
   c. William Mayne Engineering Aide

6. It is agreed that the wages effective July 1, 2017 will be as follows:
   a. Cassandra Laverty Public Health Nurse $28.61 per hour
   b. Edward Boucher Engineering Aide $25.16 per hour
   c. William Mayne Engineering Aide $20.94 per hour

7. It is agreed that upon the transfer of Cassandra Laverty, Edward Boucher and William Mayne into WPMEA, they will transfer any accrued sick and vacation time.

8. As members of WPMEA, the individuals in the positions of Water Department Engineering Aide and Public Health Nurse will have all other rights and benefits of being a member of WPMEA under the current Collective Bargaining Agreement.
9. The parties agree that the two positions will be part of the classification study to be performed by the Collins Center in 2017.

10. The parties agree that the anniversary dates for individuals currently in the positions will not change as they relate to step increases.

11. The parties agree that the positions will be placed into the WPMEA wage schedule on or before June 30, 2019.

12. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

Mayor  
Date: 6/2/17

FOR THE WPMEA

President  
Date: 7/26/17

FOR AFSCME, LOCAL 346

President  
Date: 7/31/17

Date: 7/26/17

Date: 7/26/17

Date: 7/26/17
MEMORANDUM

DATE: July 25, 2017

TO: Mark Cressotti, WMPEA President

FROM: Jane Sakiewicz

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement regarding eliminating the position of the Director of Licensing and Permitting/Parking Clerk and the revised job description for Director of Community Development.

Thank you.

/aec

Attachment

Cc: Mary Daley, City Auditor
    Jeffrey Krok, Labor Counsel
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 21 day of June, 2017, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield. The parties met and negotiated over elimination of the position of Director of Licensing and Permitting/Parking Clerk, and they have agreed to the following terms and conditions:

1. The City has reorganized the Licensing Department and Community Development Departments through City Ordinance No. 1668 with final approval May 24, 2017.
2. The City and WPMEA have met and negotiated over the elimination of the position of Director of Licensing and Permitting/Parking Clerk and the reassignment of duties.
3. WPMEA agrees to the revised job description of the Director of Community Development as attached hereby by reference.
4. WPMEA agrees to the elimination of the position of Director of Licensing and Permitting/Parking Clerk.
5. The parties agree to remove the title of Director of Licensing and Permitting/Parking Clerk from the Collective Bargaining Agreement.
6. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

Mayor

Date:

FOR THE WPMEA

President

Date: 7/19/17

Date: 7/19/17
GENERAL STATEMENT OF DUTIES AND RESPONSIBILITIES:
A professional and overall administrative position responsible for planning, directing and coordinating the City's HUD program, business assistance activities, and housing policies. Oversees capital improvement programs and planning documents. Works cooperatively and effectively with City staff, elected officials, businesses, developers, consultants, and the public.

SUPERVISION:
Appointed by the Mayor, which the Community Development Director reports to, and subject to confirmation by majority vote of the city council for a term of three years. Is expected to operate within the parameters of good judgement, established business practice, and the law and in accordance with bylaws, rules, regulations, policies, and procedures of the City. Confers with the Mayor on policy review questions or to brief him on progress regarding various projects or programs.

Supervises, both directly and through subordinates, all personnel of the Community Development Department, Planning Department, Off-Street Parking, and Business Licensing offices.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Performs responsible duties exercising a high degree of independent judgement and initiative in making decisions, rendering advice and representing the City to increase and manage the City's involvement and coordination of development activities.
- Has primary responsibility for the daily operations of the Community Development Department comprised of the divisions of business license, off-street parking, community planning, and HUD.
- Directs the operations of the department in order to insure the efficient and effective accomplishment of objectives. Assumes direct accountability for department results.
- Consults with the Mayor on all policy matters; keeps Mayor informed on key issues and progress toward objectives and to gain support and approval; makes recommendations to assist management in making needed improvements. Provides advice to the Mayor and heads of various City departments.
- Prepares and presents agenda items through himself/herself or designee on behalf of the department at City Council meetings.
- Represents the City at various functions such as making speeches at civic and business associations, meeting with influential persons within the community, prospective business executives, developers, government officials, citizens and representatives of the media, to establish goodwill, promote the city and address and/or resolve issues.

Community Development Director
June 2017
• Develops marketing program with public and private groups. Prepares related reports and documents as required.

• Performs special assignments as requested, to include researching and preparing reports and projects, developing and implementing programs, administering state and federal grants and presenting technical data to Mayor, elected officials, and others. Ensure all interested groups and affected individuals are notified of avenues for input into planning and development processes.

• Responsible for personnel management. In conformity with City policies and State law, recruits, interviews, and hires Community Development Department employees. Assures competent staff through orientation, training and evaluation of employees in conformity with City requirements. Consistent with union contracts and relevant City policies, schedules work, approves employee leave requests and engages in employee disciplinary actions, and such other personnel actions as necessary to assure productive and effective operations. Coordinates department functions with other City departments to assure unified progress towards City objectives.

• Responsible for the day-to-day business operation and administration of the divisions within the Community Development Department.

• Prepares department’s annual budget and presents and advocates during City budget process. Monitors and reviews the expenditures to ensure adherence to budget limitations.

• Oversees department purchases in conformity with City policies. Maintains records of accounts receivable and payable being certain that internal records and City generated reports are in agreement.

• Serves as the Municipal Parking Clerk, as defined in Massachusetts General Laws Chapter 90 §20A. Said duties may be delegated to appropriate trained personnel as provided under state statute.

• Attends and participates in all City department head meetings, City Council meetings, or such other meetings as requested to attend. Attend and participate in local, regional, and state-wide committees and professional organizations, providing input and advice on various issues as appropriate.

• May be assigned any other responsibilities and duties designated by the Mayor and or the City Council.

OTHER ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES:

• Knowledge of principles and practices of economic development and urban development. Knowledge of applicable laws, codes, ordinances, regulations, policies, and procedures. Knowledge of municipal government and intergovernmental relations including general administrative and management practices, contract preparation and personnel management. Knowledge of principles and techniques of public relations. Broad knowledge of City mission, vision, strategic direction, goals, objectives, policies, procedures, priorities and departmental operations.

Community Development Director
June 2017
- Ability to develop long-term strategic plans for the City's economic development. Ability to develop workable programs and policies. Negotiate with representatives of various citizen groups and private and public agencies. Formulate and interpret departmental policies to the public.
- Valid Massachusetts driver's license required.

EDUCATION AND EXPERIENCE:
Bachelor's degree in public or business administration, urban planning or a related field. Five (5) years of progressively responsible related experience in a managerial or leadership capacity within public land use, comprehensive planning capacity and economic development. No less than five (5) years management experience. Governmental management with emphasis on municipal management would be helpful. A combination of education and related experience will be considered.

SKILLS AND QUALIFICATIONS:
- Position requires independent ability to make decisions and to analyze situations accurately and adopt an effective course of action and recommend solutions and strategies. Ability to direct and supervise complex and politically sensitive projects and programs. Ability to prioritize responsibilities and to carry out assigned projects to their completion while meeting schedules and time lines. Ability to demonstrate continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality, timely, and seamless customer service.
- Ability to interact and deal effectively with state and federal officials and agencies, city officials and board/commission members, employees and the general public, as well as, working cooperatively with local leaders, organizations and the media on community development and redevelopment issues; ability to supervise and evaluate the work of subordinates; ability to maintain good public relations. Ability to communicate effectively both orally and in writing in face-to-face, one-on-one settings and in group settings. Ability to exercise good judgement in adverse situations. Ability to prepare budgets; ability to plan, organize and direct the preparation of reports, analyze problems and formulate recommendations.
- Proven skills in use of personal computers, basic software programs, and Internet applications. Familiar with basic office machinery – fax, copier, calculator, etc.

PHYSICAL, MOTOR, AND VISUAL SKILLS
Physical Skills
Work is administrative in nature and performed both indoors and outdoors. Fine manipulation skills are required for computer use. Required to stand, sit, and walk. Required to speak and hear and use hands to operate equipment and material and reaching with hands and arms. Vision requirements include the ability to read and analyze documents and use a computer and various office equipment. Required to attend evening meetings and work beyond normal business hours as needed. May need to work weekend hours in the case of representation at activities and/or in case of emergency.
Ability to carry out the functions and duties and to work in the environmental conditions required of this position as described in the necessary knowledge, ability and skills for dexterity and communication.

Motor Skills
The work requires motor skills for activities such as keyboarding, filing, moving objects and using a variety of office equipment and to finger and handle.

Visual Skills
Visual demands require routinely reading documents for general understanding and analytical purposes.

The City of Westfield is committed to maintaining a work environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information or disability, as defined and required by state and federal laws. Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation.
MEMORANDUM

DATE: June 26, 2017

TO: Mark Cressotti, WMPEA President

FROM: Jane Sakiewicz

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement regarding the appointment of Carissa Lisee to the Commission for Citizens with Disabilities.

Thank you.

/aec

Attachment

Cc: Mary Daley, Interim City Auditor
    Jeffrey Krok, Labor Counsel
    Carissa Lisee, Employee
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 26th day of June 2017, by and between City of Westfield hereinafter “City”, a municipal corporation, as the employer by and through its duly authorized Mayor and The Westfield Professional Municipal Employee Association, hereinafter “WPMEA”, through its duly authorized President, outlining payment of the stipend provided to Carissa Lisee, as follows:

1. Carissa Lisee has been appointed by the Mayor on January 3, 2017 and confirmed by the City Council on January 5, 2017 to the position of Official of the Commissions for Citizens with Disabilities.

2. The parties agree Ms. Lisee shall receive an annual stipend of $750 upon accepting the appointment.

3. The parties agree the stipend shall be paid for service performed in four (4) equal installments during the course of the year. The stipend will be prorated should Ms. Lisee cease work on the Commissions for Citizens with Disabilities.

4. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

Brian Sullivan, Mayor

FOR THE WPMEA

Union President, Mark Cresotti

Dated: 6/22/17

Dated: 6/22/17

Dated: 6/22/17
MEMORANDUM

DATE: June 16, 2017

TO: Mark Cressotti, WMPEA President

FROM: Jane Sakiewicz

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement regarding eliminating the ambiguity with two separate positions within the Council on Aging, Director of Council on Aging and Elder Services Program Director.

Thank you.

/aec

Attachment

Cc: Mary Daley, Interim City Auditor
    Jeffrey Krok, Labor Counsel
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 14th day of June, 2017, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield. The parties met and negotiated over retitling certain positions in the WPMEA bargaining unit, and they have agreed to the following terms and conditions:

1. The intent of this agreement is to eliminate the ambiguity with two separate positions within the Council on Aging, Director of Council on Aging and Elder Services Program Director, which currently share the same title under the WPMEA Collective Bargaining Agreement and not to change any terms or conditions of employment.

2. The position currently held by Christine Gorman shall be classified as Executive Director pursuant to Westfield City Ordinance S2-366.

3. The position currently held by Mary Lou Niedzielski, Elder Services Program Director will be classified as Department Coordinator – E.

4. The parties agree that grade, step and hire dates for both positions shall remain intact, as the only goal of this agreement is to re-title the positions.

5. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

Mayor

Date: June 14, 2017

FOR THE WPMEA

President

Date: 6-13-17

Date: 6-13-17
MEMORANDUM

DATE: May 2, 2017

TO: Mark Cressotti, WMPEA President

FROM: Jane Sakiewicz

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement regarding the reclassification/upgrade of the Department of Public Works Deputy positions from Assistant Department Head – B to Assistant Department Head AA effective February 1, 2017. This memorandum also changes the anniversary dates of those listed in the MOA to February 1st for any future increases.

Thank you.

/aec

Attachment

Cc: Mary Daley, Interim City Auditor
    Jeffrey Krok, Labor Counsel
    Department of Public Works
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this _____ day of April, 2017 by and between the City of Westfield, hereinafter “City”, employer by and through its duly authorized Mayor, and WPMEA, hereinafter “Union”, the collective bargaining agent through its duly authorized President, for the purpose of entering into an agreement to reclassify the below named employees, as follows:

1. The City agrees to the reclassification/upgrade of the Department of Public Works Deputy positions from Assistant Department Head – B (ADH-B) to Assistant Department Head AA (ADH-AA).

2. The City agrees to the reclassification/upgrade of Casey Berube, Deputy Superintendent Public Works, from Assistant Department Head – B (ADH-B) to Assistant Department Head AA (ADH-AA), Step 5 effective February 1, 2017.

3. The City agrees to the reclassification/upgrade of Steven Fernandes, Deputy Water Superintendent, from Assistant Department Head – B (ADH-B) to Assistant Department Head AA (ADH-AA), Step 5 effective February 1, 2017.

4. The City agrees to the reclassification/upgrade of Jeffrey Gamelli, Deputy Sewerage and Wastewater Superintendent Public Works, from Assistant Department Head – B (ADH-B) to Assistant Department Head AA (ADH-AA), Step 4 effective February 1, 2017.

5. The City agrees to the reclassification/upgrade of Scott Hathaway, Deputy Parks Superintendent, from Assistant Department Head – B (ADH-B) to Assistant Department Head AA (ADH-AA), Step 3 effective February 1, 2017.

6. The parties agree the anniversary for step movement for any of the above-named individuals for any future increases under this agreement will be February 1st.

7. The Union agrees waive any notice, postings, or other promotional language with respect to this agreement and will not support any grievance in that regard.
8. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]

Mayor

Date: 5/1/17

FOR THE WPMEA

[Signature]

President

Date: 4/28/17

[Signature]

Date: 4-28-17

[Signature]

Date: 4/28/17

Casey Berube

Date: 4/28/17

Steven Fernandes

Date: 28 April 2017

Jeffrey Gabrielli

Date: 4-28-2017

Scott Hathaway

Date: 4-27-2017
MEMORANDUM

DATE: April 4, 2017

TO: Mark Cressotti, WMPEA President

FROM: Jane Sakiewicz

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement regarding the acceptance of the Stormwater Coordinator and the Deputy Park Superintendent into the Westfield Municipal Professional Employees Association, as well as the step placement for Joseph Kietner & Scott Hathaway.

Thank you.

/aec

Attachment

Cc: Mary Daley, Interim City Auditor
    Jeffrey Krok, Labor Counsel
MEMORANDUM OF AGREEMENT

This Agreement is entered into this _______ day of March, 2017, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield. The parties having agreed that the following positions are appropriately placed in the WPMEA bargaining unit, and agree to the following terms and conditions of employment:

1. The parties agree that the position of Storm Water Coordinator will be placed in the bargaining unit at the grade of Department Coordinator - A.
2. The parties agree that the position of Deputy Park Superintendent will be placed in the bargaining unit at the grade of Assistant Department Head – B.
3. Upon execution of this Agreement, Joe Kietner will be accepting the position of Storm Water Coordinator and will start at Step 6, subject to budgetary approval and appropriation. The positions will be subject to the goals/evaluation process of other similarly situated positions.
4. Upon execution of this Agreement, Scott Hathaway will be accepting the position of Deputy Park Superintendent and will start at Step 4, subject to budgetary approval and appropriation. The positions will be subject to the goals/evaluation process of other similarly situated positions.
5. The parties agree that the attached job descriptions have been approved and accepted by the bargaining unit.
6. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Mayor
Date: 4-3-17

FOR THE WPMEA

[Signature]
President
Date: 4-3-17

[Signature]
Date: 3-31-17

[Signature]
Date: 4-3-17
CITY OF WESTFIELD – DEPARTMENT OF PUBLIC WORKS
STORMWATER COORDINATOR

WPMEA DC-A

Non Civil Service

GENERAL STATEMENT OF DUTIES AND RESPONSIBILITIES:

The Stormwater Coordinator is primarily responsible for conducting activities in the field related to MS4 permit compliance, inspection of stormwater facilities, enforcing compliance with local ordinances, administration of state codes regulating stormwater quality and construction activity, and related assignments. Will be responsible for development, implementation and enforcement of City stormwater and water quality ordinances programs and policies as well as the City’s compliance with the applicable federal and state stormwater laws, rules and permits.

SUPERVISION:

Reports to and is supervised by the Director of Public Works. No immediate supervisory responsibilities; workers may be assigned from time to time.

ESSENTIAL FUNCTIONS:

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

Responsible for MS4 compliance efforts as it relates to the federal Clean Water Act administered by the Massachusetts Department of Environmental Protection (DEP).

Oversees inspections and maintenance of city’s stormwater conveyance systems.

Ensure compliance with the National Pollutant Discharge Elimination System (NPDES) permit program.

Maintains detailed records of all activities for MS4 compliance. Collect and interpret necessary operating data. Identify non-compliant programs, procedures and other exposures.

Prepares annual budget estimates for maintenance and repair of City stormwater collection system.
Prepares written reports on all sewer and stormwater related activities.

Responds to citizen inquiries. Investigates all complaints concerning stormwater management and develops corrective recommendations for identified problems.

Reviews and inspects all street opening/excavation permits for compliance with City ordinances.

Reviews excavation and fill permits for compliance with City ordinance. Performs site inspections, as necessary.

Assists with review of land development plans and makes recommendations related to stormwater compliance.

Performs other duties as assigned.

**COMPETENCIES:**

Degree of Independent Authority – High degree of independent authority. Ultimately responsible for all matters pertaining to the MS4 Permit.

Analytical - Synthesizes complex or diverse information. Collects and researches data. Uses intuition and experience to complement data. Reviews work flows and procedures.


Technical Skills - Pursues training and development opportunities. Strives to continuously build knowledge and skills and shares expertise with others.

Customer Service - Manages difficult or emotional customer situations. Responds promptly to customer needs and solicits customer feedback to improve service.

Interpersonal Skills - Focuses on solving conflict. Maintains confidentiality. Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations. Demonstrates group presentation skills and participates in meetings. Must have the ability to communicate concisely with outside agencies, government officials, professional staff, and the public.

Written Communication - Writes clearly and informatively. Presents numerical data effectively. Able to read and interpret written information.
Organizational Support - Follows policies and procedures. Completes administrative tasks correctly and on time.

Judgment - Displays willingness to make decisions and exhibits sound and accurate judgment. Supports and explains reasoning for decisions while including appropriate people in decision-making process.

Quality - Demonstrates accuracy and thoroughness. Looks for ways to improve and promote quality. Completes work in timely manner.

Safety and Security - Observes safety and security procedures.

EDUCATION AND EXPERIENCE:

Bachelor's degree from four-year College or University in Natural or Physical Sciences such as Environmental Science, Biology, Ecology, Geography, Engineering or Architecture, or a related field; or Associates degree in a Life Science, Environmental, Engineering or related science field, plus five years of experience in the essential duties as detailed.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Ability to understand and follow directions with little or no immediate supervision.

To perform this job successfully, an individual should have the necessary skills to use Microsoft Word, Excel, Access, Outlook, AutoCAD, GIS and GPS systems.

Valid Massachusetts driver's license.

Strong writing skills are very important and must demonstrate an ability to gather complex information and convey said information in a clear and concise manner. Compile information, and write reports to local, state, and federal agencies as needed. Submit written progress reports. Maintain daily logs in regards to inspections and other job activity and write reports on same.
PHYSICAL REQUIREMENTS:

While performing the duties of this job, the employee is frequently required to stand, walk, sit and talk or hear. The employee is occasionally required to use hands to finger, handle, or feel; reach with hands and arms, climb or balance and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move manhole covers, catch basin covers, up to 100 pounds. Entry into storm system and sewers may be required. Climbing and descending ladders into confined spaces as needed.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is frequently exposed to outside weather conditions and sewer/storm systems.
City of Westfield – Parks & Recreation
Deputy Superintendent

WPMEA Grade ADH-B
Non Civil Service

GENERAL STATEMENT OF DUTIES AND RESPONSIBILITIES:

Acts as Deputy Superintendent in the Department of Public Works and is responsible for and supervises the work involved in providing the City of Westfield with clean, safe and well maintained parks, playgrounds and other recreational facilities. Shall plan, coordinate, and direct the activities of the Parks and Recreation Department which requires considerable independent judgment in established policies of the Parks and Recreation Commission and the Department of Public Works. Maintains records, prepares reports, budgets, grant applications, capital plans and related work as required. Also responsible for the organization, direction, and review of all full-time and part-time departmental personnel.

SUPERVISION:

Reports to and is supervised by the Director of Public Works and the Parks and Recreation Commission, who are the appointing authority for the position. The Deputy Superintendent is the direct supervisor of the Recreation Coordinator, the Land & Natural Resources Foreman and all labor service positions within the department.

ESSENTIAL FUNCTIONS:

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

Plans and administers an ever expanding and flexible program of recreational activities for all segments, age groups, and interest levels of the community.

Plans, organizes, and coordinates the work of full-time and part-time personnel employed by the Parks and Recreation Department including the foreman, recreation coordinator and office staff.

Supervises and coordinates safety programs for full-time and part-time personnel employed by the Parks and Recreation Department.

Prepares the annual operating budget for the Parks and Recreation Department and monitors and controls expenditures to ensure compliance with approved appropriations.

Prepares the capital improvement program for the Parks and Recreation Department.
Three to five years' experience in park, cemetery, grounds, landscape, agricultural, and/or forestry maintenance.

Makes recommendations regarding full-time and part-time park and recreation personnel (e.g., hiring, promotion, and discipline) to the Appointing Authority.

Prepares applications for any and all applicable state, federal and private grants earmarks, donations, sponsorships, and foundations relating to the Parks and Recreation Department and develops proposals to fund various park improvements.

Prepares and coordinates the keeping of schedules of use of all park and recreational facilities within the City.

Procure necessary supplies, services, and equipment for the Parks and Recreation Department subject to the approval of the Chief Procurement Officer.

Prepares bid specifications for department equipment, supplies and materials. Make recommendations on purchases of same.

Receives and investigates emergency calls regarding park and recreation programs and facilities.

Meets and handles the public and resolves questions, complaints, and inquiries regarding the Parks and Recreation Department.

Disseminates information to the public about the park and recreation program, and promotes good will within the community.

Prepares all federal, state, and locally mandated reports required of the Parks and Recreation Department and reviews/adheres to programs such as but not limited to ADA guidelines.

Reviews/reports on programs of parks and recreation facilities for compliance with Americans with Disabilities Act (A.D.A.).

Works with other departments such within the Department of Public Works and the School Department in the planning and administration of the park and recreation program.

Acts as keeper of all official records required of the Parks and Recreation Department by federal, state, and local law and regulations.

Works on a regular basis with all segments of the City Public Works Department.

Works with volunteer committees as appointed by the Mayor, and/or City Council.
Maintains revolving accounts and monitors and controls revenue and expenditures to ensure program accountability.

Adheres to professional standards and guidelines of the Massachusetts Recreation and Park Society MRPA and the National Recreation and Park Association. NRPA.

Performs other related work as required.

**KNOWLEDGE, SKILLS AND ABILITIES:**

Shall have a minimum of three (3) years five (5) preferred of supervisory experience in a recreational (& parks) capacity.

Shall have a comprehensive knowledge of all phases of community recreational work.

Shall have a comprehensive knowledge of the principles and methods of public park and playground planning and development.

Shall have a demonstrated ability to develop and administrate a well-rounded program of park and recreation activities.

Shall have an ability to coordinate and procure necessary training programs for park and recreation employees.

Shall have the ability to maintain cooperative working relationships with other city and school administrators, private groups and agencies, as well as the general public.

Gives and welcomes feedback; contributes to building a positive team spirit; supports everyone's efforts to succeed.

Shows respect and sensitivity for cultural differences; promotes a harassment-free environment.

Treats people with respect; works with integrity and ethically upholds organizational values.

Follows policies and procedures; supports organization's goals and values; supports and respects diversity.

Displays willingness to make decisions; exhibits sound and accurate judgment; makes timely decisions.

Treats others with respect and consideration regardless of their status or position; accepts responsibility for own actions; follows through on commitments.

Asks for and offers help when needed.
EDUCATION AND EXPERIENCE:

Graduate from an accredited college or university of recognized standing with a Bachelor’s degree in recreation & parks management or other field relating to the duties as set forth herein, and/or have the equivalent combination of experience and training which provides the required knowledge, skills, and abilities to perform the duties set forth herein.

Possess at least five years’ experience in the field of Park & Recreation Administration with at least three years in a management capacity. Prefer certification as a “Leisure Professional” recognized by the Massachusetts Recreation and Park Society or the National Recreation and Park Association.

ISA (International Society of Arboriculture) certified Arborist preferred.

Prefer current CPR and first aid certificate.


Valid Massachusetts Class D driver’s license.

PHYSICAL REQUIREMENTS:

Frequent moderate physical effort as employee may be required to move from one park to another; may be required to climb and stoop, out of doors work may be required to be done in inclement weather; night and weekend work possible.
MEMORANDUM

DATE: January 25, 2017

TO: Mark Cressotti, WMPEA President

FROM: Jane Sakiewicz

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement removing the Department Head AA (DHAA) grade from the Westfield Municipal Professional Employees Association.

Thank you.
/aec

Attachment

Cc: Mary Daley, Interim City Auditor
    Jeffrey Krok, Labor Counsel
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this _____ day of January, 2017, by and between the City of Westfield, acting by and through their duly authorized Mayor, and the WPMEA, through their duly authorized President, for the purpose of eliminating a pay scale class, the parties agree to the following:

1. It is agreed by the parties that the pay scale class of Department Head – AA (DHAA) has not been used since approximately 2007.

2. The parties agree that the pay scale class of Department Head – AA (DHAA) be eliminated.

3. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Mayor
Date: 1-24-17

FOR THE WPMEA

[Signature]
President

[Signature]
Vice President
Date:

[Signature]
Negotiation Comm

[Signature]
Negotiation Comm
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this ____ day of January, 2017, by and between the City of Westfield, acting by and through their duly authorized Mayor, and the WPMEA, through their duly authorized President, for the purpose of eliminating a pay scale class, the parties agree to the following:

1. It is agreed by the parties that the pay scale class of Department Head – AA (DHAA) has not been used since approximately 2007.

2. The parties agree that the pay scale class of Department Head – AA (DHAA) be eliminated.

3. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Mayor
Date: 1-24-17

FOR THE WPMEA

[Signature]
President

[Signature]
Vice President
Date: ______________

[Signature]
Negotiation Comm

[Signature]
Negotiation Comm
City of Westfield, Massachusetts

MEMORANDUM

Date: January 4, 2017

To: Nancy Reynolds, AFSCME 35 Union President
   Mark Cressotti, WPMEA Union President

From: Joanne Lemelin

Re: Memorandum of Agreement

Attached for your files, please find an original copy of the memorandum of agreement extending the acting appointment of Kimberly Jarret to Acting Director of the Licensing & Permitting/Parking Clerk until implementation of reorganization, or February 28, 2017, whichever is earlier.

/kal

Attachment

cc: Mary Daley, Acting City Auditor
    Jeffrey Krok, Labor Counsel
    Kimberly Jarret, Acting Director of Licensing & Permitting Clerk
    Robin Richard, Payroll
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 30th day of December, 2016, by and between the City of Westfield, hereinafter “City”, as the employer by and through its duly authorized Mayor or his designee, AFSCME, Council 93, Local 346, hereinafter “AFSCME”, the collective bargaining agent through its duly authorized President, the Westfield Professional Municipal Employee Association, hereinafter “WPMEA”, through its duly authorized President, and employee Kimberly Jarret, hereinafter “Employee”, for the purpose of ensuring certain work functions in the Licensing Department are performed:

Whereas the parties recognize the retirement of the Head of the Department of Business Licensing/Parking Clerk (Licensing Department) has left a vacancy;

1. Purpose - The parties have met and discussed the interest of the City of Westfield to review a potential reorganization of the services provided by the Licensing Department, as the City works towards obtaining the most economical and efficient operations possible.

2. Need - The parties simultaneously recognize the obligations on it to provide services which were rendered by the Head of the Licensing Department which are currently not being provided to the public due to retirement.

3. Acting Appointment - The parties had previously agreed to temporarily move Kim Jarrett (Employee) into the position of Acting Director of the Licensing Department/Parking Clerk (hereinafter “Director”), effective January 4, 2016. This move ensured no services rendered by the vacant Director position should be interrupted until such point as the City determines the most efficient delivery of services.

4. Original End Date - The parties all agreed the Acting position shall exist only until a final conclusion on reorganization is ready for implementation, or until February 28, 2017, whichever comes early.

5. Reintegration - Should the Department complete a reorganization and the Director position be eliminated, the parties agree Employee shall revert to her AFSCME grade and will be ensured a similar position within the City of Westfield. The parties agree to meet and negotiate over the ramifications of placement.

6. Future Candidacy - Should reorganization be determined to not be in the best interest of the City, nothing in this agreement shall harm or otherwise prevent the candidacy of Employee to apply for the Director position.

7. Compensation - Employee shall be placed on the same compensation grade as the former Director as per the WPMEA collective bargaining agreement while serving as the Acting Director, although Employee shall be placed on step 1 of the respective grade.

8. Joint Representation - Jarret shall continue to remain a member of the AFSCME 35 group, and shall have all the rights, duties, and obligations of an AFSCME 35 member under the respective collective bargaining agreement. For this specific agreement, the WPMEA and AFSCME 35 have agreed to waive the mutual representation clauses over the employee: AFSCME shall represent the employee in any employee specific matters; WPMEA shall be afforded the opportunity to weigh in on matters affecting the Licensing Department, specifically including the potential impact of reorganizing duties of the department on the WPMEA.
9. Stipends - The former Licensing Department Head received stipends for performing some additional duties outside the scope the job description. The City agrees to review and determine which stipended duties performed by the former Department Heads are necessary for continued efficient operations of the Licensing Department, and agrees to negotiation over the impact of the decision to continue or otherwise amend the distribution of those responsibilities with both the AFSCME 35 Union and WPMEA depending on respective impact.

10. Time off – The parties recognize Employee will be asked to serve in the Acting Director role, meaning the Department shall be expected to operate short staffed until a decision on potential reorganization is made. The parties recognize it will be difficult for Employee to use all contractually allotted time-off prior to the expiration of the fiscal year under the current circumstances, and, therefore, agree to negotiate outside the ordinary accrued time practices when an ultimate determination is made with the Licensing Department.

11. Extension – the City has not yet determined a plan for reorganization. In order to continue to provide needed services without an interruption in work flow, the parties agree to extend the terms of this agreement two (2) months beyond the previously extended expiration date of December 31, 2016, to February 28, 2017. The parties agree the agreement will terminate on February 28, 2017 or upon completion of reorganization of the duties, whichever occurs first.

12. Entire agreement - The above provision constitute the full and complete agreements between the City, AFSCME, WPMEA and the Employee, and is not intended as precedent setting or binding on future matters between any parties.

FOR THE CITY OF WESTFIELD

Mayor Brian Sullivan
Date: 1/3/17

FOR WPMEA

Union President
Date: 1/3/17

FOR AFSCME, LOCAL 346

Nancy Reynolds
Union President
Date: 12/30/16

EMPLOYEE

Kim Jarret
Date: 12/30/16
MEMORANDUM

DATE: December 22, 2016

TO: Mark Cressotti, WMPEA President

FROM: Jane Sakiewicz

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement placing Assistant City Assessor Ashlie Felix at ADHE, Step 3 effective December 1, 2016.

Thank you.

/aec

Attachment

Cc: Mary Daley, Interim City Auditor
Jeffrey Krok, Labor Counsel
Ashlie Felix, Employee
Robin Richard, Payroll
MEMORANDUM OF AGREEMENT

This Agreement is entered into this _______ day of December 2016, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the salary levels, terms and conditions of employment of Ashlie Felix, as follows:

1. It is understood and agreed between the parties that Ashlie Felix, having been designated and appointed by the City Assessor, the appointing authority, shall hold the position of Assistant City Assessor and be placed at ADHE, Step 3, effective December 1, 2016.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Brian Sullivan, Mayor

[Signature]
Employee, Ashlie Felix

FOR THE WPMEA

[Signature]
Union President, Mark Cressotti

[Signature]
Union Vice President, Greg Freeman

[Signature]
WPMEA
MEMORANDUM

DATE: December 22, 2016

TO: Mark Cressotti, WMPEA President

FROM: Jane Sakiewicz

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement placing Assistant City Assessor Ashlie Felix at ADHE, Step 3 effective December 1, 2016.

Thank you.

/asec

Attachment

Cc: Mary Daley, Interim City Auditor
    Jeffrey Krok, Labor Counsel
    Ashlie Felix, Employee
    Robin Richard, Payroll
MEMORANDUM OF AGREEMENT

This Agreement is entered into this ________ day of December 2016, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the salary levels, terms and conditions of employment of Ashlie Felix, as follows:

1. It is understood and agreed between the parties that Ashlie Felix, having been designated and appointed by the City Assessor, the appointing authority, shall hold the position of Assistant City Assessor and be placed at ADHE, Step 3, effective December 1, 2016.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Brian Sullivan, Mayor

[Signature]
Employee, Ashlie Felix

FOR THE WPMEA

[Signature]
Union President, Mark Cressotti

[Signature]
Union Vice President, Greg Ficenn

WPMEA
MEMORANDUM

DATE: December 12, 2016

TO: Mark Cressotti, WMPEA President

FROM: Jane Sakiewicz

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement regarding an annual stipend for the use of a personal vehicle for the Sealer of Weights and Measures.

Thank you.

/aec

Attachment

Cc: Mary Daley, Interim City Auditor
Jeffrey Krok, Labor Counsel
Robert Popko, Sealer of Weights & Measures
Robin Richard, Payroll
MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into this _______ day of December, 2016, by and between the City of Westfield, hereinafter “City”, as the employer by and through its duly authorized Mayor and the Westfield Professional Municipal Employee Association, hereinafter “WPMEA”, through its duly authorized President, outlining payment protocols for the stipend provided to the Sealer or Weights and Measures in the 2016 WPMEA successor agreement:

1. Parties agreed in the 2016 Successor agreement to pay the Sealer of Weights and Measures (“Employee”) a $1,200.00 stipend annually. The parties agree the basis of the payment was for two purposes: (a) to provide remuneration for the use of the personal vehicle for the Employee in the course of his job duties, and (b) to provide an offset in the increase costs of vehicle insurance the Employee must expend in order to tow the city weights and measures trailer on the personal vehicle used in the course of duty.

2. The Parties reached the above figure through the following calculations: at the time the agreement was made (2016), the Employee is paid approximately $400.00 yearly in mileage for use of a personal vehicle, combined with an approximate annual cost of $800.00 dollars to insure the City trailer which must be towed by the personal vehicle in the completion of job assignments.

3. The Parties agree the Employee is responsible to calculate personal tax implication of the payments, and the Employer was not authorized, nor did in fact, provide income tax advice to the Employee regarding the stipend.

4. The Parties agree the stipend shall be paid out in four (4) equal installments during the course of the year: one (1) payment of $300 in or around July 1, October 1, January 1, and April 1.

5. The Parties agree to meet and negotiate this agreement should any element of this agreement materially change, including but not limited to the event of the need for use of the city trailer being alleviated, or should the City procure and provide a vehicle for use by the Employee in the course of duty.

6. The parties agree any payments made to the Employee by the Employer for use of the personal vehicle of the Employee between July 1, 2016 (the effective date of the contract), and the effective date of this memorandum of understanding shall be mitigated from the FY 17 payments under this agreement.
7. The provisions above constitute the entirety of the agreement, and this agreement shall modify the current agreement between the parties to the extent noted above with all remaining provisions otherwise remaining in full force and effect.

For the City:

[Signature]

Brian F. Sullivan, Mayor
Date: 12-11-16

For the Union:

[Signature]

WPMEA President
Date: 12-8-16

[Signature]

WPMEA Representative
Date: 12/8/16

[Signature]

WPMEA Representative
Date: 12/8/16

[Signature]

Sealer of Weights and Measures
Date: 12-8-16
MEMORANDUM

Date: October 3, 2016

To: Nancy Reynolds, AFSCME 35 Union President
   Mark Cressotti, WPMEA Union President

From: Joanne Lemelin

Re: Memorandum of Agreement

Attached for your files, please find an original copy of the memorandum of agreement extending the acting appointment of Kimberly Jarret to Acting Director of the Licensing & Permitting/Parking Clerk.

/aec

Attachment

cc: Deborah Strycharz, City Auditor
   Jeffrey Krok, Labor Counsel
   Kimberly Jarret, Acting Director of Licensing & Permitting Clerk
   Robin Richard, Payroll
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this _____ day of September, 2016, by and between the City of Westfield, hereinafter "City", as the employer by and through its duly authorized Mayor or his designee, AFSCME, Council 93, Local 346, hereinafter "AFSMCE", the collective bargaining agent through its duly authorized President, the Westfield Professional Municipal Employee Association, hereinafter "WPMEA", through its duly authorized President, and employee Kimberly Jarret, hereinafter "Employee", for the purpose of ensuring certain work functions in the Licensing Department are performed:

Whereas the parties recognize the retirement of the Head of the Department of Business Licensing/Parking Clerk (Licensing Department) has left a vacancy;

1. Purpose - The parties have met and discussed the interest of the City of Westfield to review a potential reorganization of the services provided by the Licensing Department, as the City works towards obtaining the most economical and efficient operations possible.

2. Need - The parties simultaneously recognize the obligations on it to provide services which were rendered by the Head of the Licensing Department which are currently not being provided to the public due to retirement.

3. Acting Appointment - The parties had previously agreed to temporarily move Kim Jarrett (Employee) into the position of Acting Director of the Licensing Department/Parking Clerk (hereinafter "Director"), effective January 4, 2016. This move ensured no services rendered by the vacant Director position should be interrupted until such point as the City determines the most efficient delivery of services.

4. Original End Date - The parties all agreed the Acting position shall exist only until a final conclusion on reorganization is ready for implementation, or until October 31, 2016, whichever comes early.

5. Reintegration - Should the Department complete a reorganization and the Director position be eliminated, the parties agree Employee shall revert to her AFSCME grade and will be ensured a similar position within the City of Westfield. The parties agree to meet and negotiate over the ramifications of placement.

6. Future Candidacy - Should reorganization be determined to not be in the best interest of the City, nothing in this agreement shall harm or otherwise prevent the candidacy of Employee to apply for the Director position.

7. Compensation - Employee shall be placed on the same compensation grade as the former Director as per the WPMEA collective bargaining agreement while serving as the Acting Director, although Employee shall be placed on step 1 of the respective grade.
8. Joint Representation - Jarret shall continue to remain a member of the AFSCME 35 group, and shall have all the rights, duties, and obligations of an AFSCME 35 member under the respective collective bargaining agreement. For this specific agreement, the WPMEA and AFSCME 35 have agreed to waive the mutual representation clauses over the employee: AFSCME shall represent the employee in any employee specific matters; WPMEA shall be afforded the opportunity to weigh in on matters affecting the Licensing Department, specifically including the potential impact of reorganizing duties of the department on the WPMEA.

9. Stipends - The former Licensing Department Head received stipends for performing some additional duties outside the scope the job description. The City agrees to review and determine which stipended duties performed by the former Department Heads are necessary for continued efficient operations of the Licensing Department, and agrees to negotiation over the impact of the decision to continue or otherwise amend the distribution of those responsibilities with both the AFSCME 35 Union and WPMEA depending on respective impact.

10. Time off – The parties recognize Employee will be asked to serve in the Acting Director role, meaning the Department shall be expected to operate short staffed until a decision on potential reorganization is made. The parties recognize it will be difficult for Employee to use all contractually allotted time-off prior to the expiration of the fiscal year under the current circumstances, and, therefore, agree to negotiate over an agreement outside the ordinary accrued time practices when an ultimate determination is made with the Licensing Department.

11. Extension – the City has not yet determined a plan for reorganization. In order to continue to provide needed services without an interruption in workflow, the parties agree to extend the terms of this agreement four (4) months beyond the original expiration date of June 30, 2016, to October 31, 2016. The parties agree the agreement will terminate on October 31, 2016 or upon completion of reorganization of the duties, whichever occurs first.

12. Entire agreement - The above provision constitute the full and complete agreements between the City, AFSCME, WPMEA and the Employee, and is not intended as precedent setting or binding on future matters between any parties.

FOR THE CITY OF WESTFIELD

Mayor Brian Sullivan

Date: _____________

FOR AFSCME, LOCAL 346

Nancy Reynolds

Union President

Date: 9-30-16

Jarret MOA Extension
AFSMCE/WPMEA/City
September 2016
FOR WPMEA

[Signature]

Union President

Date: 9-30-16

EMPLOYEE

[Signature]

Kim Jarret

Date: 9-30-16
MEMORANDUM

DATE:        July 13, 2016
TO:          Mark Cressotti
FROM:        Karin Decker, Personnel Director
SUBJECT:     Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement placing Glenn Rida at an Assistant Department Head C, Step 3 effective July 11, 2016.

Thank you.

/kal

Attachment

Cc:         Deborah Strycharz, Audit
             Robin Richards, Payroll
             Jeffrey Krok, Labor Counsel
             Carissa Lisee, Building Superintendent
             Glenn Rida, Plumbing & Gas Inspector
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 23rd day of June 2016, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the salary levels, terms and conditions of employment of Glenn Rida, as follows:

1. It is understood and agreed between the parties that Glenn Rida, having been appointed by the Mayor and confirmed by City Council, shall hold the position of Plumbing and Gas Inspector and be placed at ADA-C, Step 3, effective July 11, 2016.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

Brian Sullivan, Mayor

Employee, Glenn Rida

FOR THE WPMEA

Union President, Mark Cressotti

Union Vice President, Gregory Vermin
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 23rd day of June, 2016, by and between the City of Westfield, hereinafter "City". As the employer by and through its duly authorized Mayor or his designee, and the Westfield Professional Municipal Employee Association, hereinafter "WMPEA", through its duly authorized President.

1. The City, WMPEA and Director of Public Works have reviewed and agreed to the amendments of the former to the Water Systems Engineer job description (attached and incorporated as Exhibit A), to the new job description and title – Systems Engineer (attached and incorporated as Exhibit B).

2. The City and the WMPEA have agreed to place the Systems Engineer reverts to Assistant Department Head A under the WMPEA contract.

3. The City Engineer and Director of Public Works agree to meet and review the new job description in six months to determine whether the duties cause any conflict between the Department of Public Works and Engineering Department.

4. The above provisions constitute the full and complete agreements between the City, WMPEA and the Director of Public Works. The agreement is not intended as precedent setting or binding on future matters between any parties.

FOR THE CITY OF WESTFIELD

[Signature]
Mayor

Date: 6.23.16

FOR THE WPMEA

[Signature]
President

Date: 6.23.16
CITY OF WESTFIELD

Water Resources Department
Water Systems Engineer

ADH Grade __________ Non Civil Service

GENERAL STATEMENT OF DUTIES AND RESPONSIBILITIES:

Professional work involving the application of knowledge of the physical sciences, mathematics, business management, underlying engineering, a specialized knowledge of the mechanics of solids, theory of structure, strength of materials, engineering geology, and surveying to municipal operations such as planning, design, construction, maintenance of water and sewer systems. Ability to present technical information both orally and in writing.

SUPERVISION:

Works under direct supervision of Water Resources Superintendent. The Water Resources Superintendent is the appointing authority. May supervise staff, such as Engineering Aides.

ILLUSTRATIVE DUTIES AND RESPONSIBILITIES:

The following items are provided to illustrate the daily duties and responsibilities expected of this position:

Development and implementation of water/wastewater support facilities and control systems, including training, commissioning of equipment and on site inspection/audits.

Ensures compliance with local, state, and federal environmental regulations including documentation and certification of assessment training and programs to identify deficiencies and determine corrective action.

Directing and/or performing engineering surveys to acquire data required for design, layout and construction of sanitary sewer, storm water sewer, water systems and traffic flow. Working knowledge of surveyor's transit and global positioning system.

Preparing and reviewing engineering plans, specifications and designs. Calculating and plotting survey data, storm water runoff, and hydraulics.

Provides storm water coordination and insures compliance with Federal and State mandates.

Supervising the construction of municipal projects such as sewers and water systems. Acting as resident engineer on construction projects, reviewing work of contractors for compliance with plans and specifications. Supervising engineering aides and other non-engineering personnel.
Providing engineering advice to other municipal boards, commissions or departments as directed. Coordinating multi-departmental projects including engineering projects with state and federal agencies.

Assists in the development of an internet based permit tracking system.

Prepare cost estimates, evaluate bid results, pre-approve and follow through with payments for infrastructure improvement contracts. Maintain cost accounting of the same.

Regularly attend professional seminars and conferences. Prepares such reports regarding same as are required by Water Resources Superintendent.

Regularly accesses computer keyboard and utilizes AutoCAD workstation; incidental to other activities uses telephone, various personal computers and printers; facsimile machine; and other standard office equipment.

EDUCATION AND EXPERIENCE:

Bachelor's Degree in Engineering or Associate's Degree in Engineering with five years of experience in engineering related field.

ADDITIONAL REQUIREMENTS:

Working knowledge of the use of AutoCAD, internet and Microsoft Office software including Word, Excel and Outlook; working knowledge of or ability to learn relational databases, Windows 98, and ArcView.

Ability to work cooperatively with individuals of various backgrounds combined with ability to work independently with little direction when task requires it.

Ability to organize data into systems with an understandable, accessible format.

Ability to work within a structured system yet prioritize tasks to assure maximum efficiencies.

Ability to walk, sit, talk, see and hear. Must use hands to finger and handle and to utilize keyboard. Ability to travel throughout office and Municipal Building to access other offices. Ability to operate a motor vehicle to access project sites.
CITY OF WESTFIELD

Systems Engineer

ADH Grade A

Non Civil Service

GENERAL STATEMENT OF DUTIES AND RESPONSIBILITIES:

Professional work involving the application of knowledge of the physical sciences, mathematics, business management, underlying engineering, a specialized knowledge of the mechanics of solids, theory of structure, strength of materials, engineering geology, and surveying to municipal operations such as planning, design, construction, maintenance of water and sewer systems. Ability to present technical information both orally and in writing.

SUPERVISION:

Works under direct supervision of Director of Public Works, who is the appointing authority. May supervise staff, such as Engineering Aides.

ILLUSTRATIVE DUTIES AND RESPONSIBILITIES:

The following items are provided to illustrate the daily duties and responsibilities expected of this position:

Development and implementation of water/wastewater support facilities and control systems, including training, commissioning of equipment and on site inspection/audits.

Ensures compliance with local, state, and federal environmental regulations including documentation and certification of assessment training and programs to identify deficiencies and determine corrective action. Analysis and evaluation of equipment used in the delivery and movement of water and wastewater including pumps, wells, booster stations, treatment beds and all other associated equipment.

Preparing and reviewing engineering plans, specifications and designs with direction from the City Engineer. Particular attention to drinking water delivery and treatment systems, stormwater remediation and wastewater treatment.

Provides storm water coordination and insures compliance with Federal and State mandates.

Work with direction from the City Engineer on the construction of municipal projects such as sewers, and water systems. Assist resident engineer on construction projects, reviewing work of contractors for compliance with plans and department specifications. Supervising department engineering aides and other non-engineering personnel.
Providing engineering advice to other municipal boards, commissions or departments as directed. Attend City of Westfield Engineering Department staff meetings.

Prepare cost estimates, evaluate bid results, pre-approve and follow through with payments for infrastructure improvement contracts. Maintain cost accounting of the same.

Regularly attend professional seminars and conferences, including the Barnes Aquifer Protection Committee monthly meeting. Prepares such reports regarding same as are required by Director of Public Works.

Regularly accesses computer keyboard and utilizes AutoCAD workstation; incidental to other activities uses telephone, various personal computers and printers; facsimile machine; and other standard office equipment.

EDUCATION AND EXPERIENCE:

Bachelor's Degree in Engineering with five years of experience in engineering related field. Professional Engineering License preferred.

ADDITIONAL REQUIREMENTS:

Massachusetts board certified grade 3 treatment license (T3) and grade 3 distribution license (D3). The incumbent should be qualified to be the State Certified Operator of the System.

Working knowledge of the use of AutoCAD, internet and Microsoft Office software including Word, Excel and Outlook; working knowledge of or ability to learn relational databases.

Ability to work cooperatively with individuals of various backgrounds combined with ability to work independently with little direction when task requires it.

Ability to organize data into systems with an understandable, accessible format.

Ability to work within a structured system yet prioritize tasks to assure maximum efficiencies.

Ability to walk, sit, talk, see and hear. Must use hands to finger and handle and to utilize keyboard. Ability to travel throughout city and Municipal Buildings and properties to access other offices. Ability to operate a motor vehicle to access project sites.
MEMORANDUM

DATE:    July 11, 2016
TO:      Mark Cressotti
FROM:    Karin Decker, Personnel Director
SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement retaining Charles Darling as a Systems Engineer on a part time basis, effective July 1, 2016.

Thank you.

/kal

Attachment

Cc:    Deborah Strycharz, Audit
       Robin Richards, Payroll
       Dave Billips, Superintendent
       Angela Bolduc, Public Works
       Jeffrey Krok, Labor Counsel
MEMORANDUM OF AGREEMENT

This Agreement is entered into this ____ day of July, 2016, by and between Westfield Municipal Employees Association, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the salary levels, terms and conditions of employment of Charles Darling, as follows:

1. Charles Daring (Employee) shall be retained as a System Engineer but working on a part time basis, effective July 1, 2016.

2. Employee shall work an average of one and one half (1.5) days per calendar week, not to exceed two (2) days per week. Employee shall not work more than 520 hours in FY 17. Employee shall only be paid for hours actually worked.

3. Employee and site director shall mutually agree to Employee’s weekly schedule.

4. Employee shall work on an hourly basis and shall receive an hourly rate of $45.85 per hour to be paid in a bi-weekly pay period subject to appropriation for the number of hours worked and both reported and approved by the Director of Public Works. Employee shall not earn more than $23,106.46 in total liability for duties performed under this agreement.

5. The Employee shall perform all job duties as are required under the System Engineer job description, except that he shall also serve as an advisor to the Water Department.

6. The parties understand and agree the Employee is subject to the rights, duties, and obligations of the collective bargaining agreement, explicitly excluding entitlement to any other benefit or compensation under the WPMEA contract. Employee understands he shall not receive any additional benefit or compensation for duties performed under this agreement other than his hourly wage for time worked.

7. The services to be performed under this Agreement shall commence July 1, 2016 and shall be completed by June 30, 2017, unless amended by a writing executed by the parties hereto.

8. The provisions above constitute the entirety of the agreement, and this agreement shall modify the current agreement between the parties to the extent noted above with all remaining provisions otherwise remaining in full force and effect.

Darling – System Engineer MOA
June 29, 2016
For the City:

[Signature]
Brian F. Sullivan, Mayor
Date: 7-6-11

For the Union:

[Signature]
WPMEA President
Date: 7-6-11

Employee:

[Signature]
Charles Darling
Date: 7-1-2016
City of Westfield, Massachusetts
Personnel Department

Karin Decker
Personnel Director

Tel: (413) 572-6207
Fax: (413) 562-3466

59 Court Street
Westfield, Massachusetts 01085-3577
E-Mail: k.decker@cityofwestfield.org

MEMORANDUM

DATE: May 24, 2016

TO: Mark Hebert

FROM: Karin Decker, Personnel Director

SUBJECT: Personal Services Agreement

For your files, attached please find a fully executed original copy of the memorandum of agreement amending the duration of employment. This agreement is effective April 1, 2016 – May 30, 2016.

/aec

cc: Brian Sullivan, Mayor
    Deborah Strycharz, City Auditor
    Robin Richard, Payroll
AMENDMENT TO PERSONAL SERVICE AGREEMENT

The amendment to the agreement, by and between Mark E. Hebert (hereinafter "employee") and the City of Westfield, Massachusetts, a municipal corporation (hereinafter, variously "Employer" or "City") by the Mayor who acts as agent of the City for purposes of such agreement:

Whereas, the parties are parties to a certain personal service agreement effective April 1, 2016 through May 30, 2016 and,

Whereas, the parties are desirous of amending said agreement.

NOW THEREFORE, in consideration of future services and other good and valuable consideration, the parties do agree as follows:

1) The parties agree to amend the employee’s duration of appointment.

   a. Employee shall remain as appointed “Interim” Superintendent of the Building Department to assist in the transition of the permanent Superintendent of the Building Department until the agreement termination date of May 30, 2016.

2) All remaining provisions of the employees previously signed agreement remain in full force and effect, except as modified herein.

If any provision of this Agreement is declared to be contrary to law and unenforceable, such provision shall not be enforced, but all other provisions of this Agreement shall remain in full force and effect.

City of Westfield

Employee

[Signatures]

Brian Sullivan, Mayor
Mark E. Hebert

Approved as to form:

[Signature]

Law Department
MEMORANDUM

DATE:       May 9, 2016

TO:    Mark Cressotti

FROM:    Karin Decker, Personnel Director

SUBJECT:   Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement placing Carissa Lisee at a Department Head C, Step 3 on May 9, 2016.

Thank you.

/aec

Attachment

Cc:    Deborah Strycharz, Audit
   Brian Sullivan, Mayor
   Robin Richards, Payroll
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 9th day of May 2016, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the salary levels, terms and conditions of employment of Carissa Lisee, as follows:

1. It is understood and agreed between the parties that Carissa Lisee, having been appointed by the Mayor and confirmed by City Council, shall hold the position of Superintendent of Buildings and be placed at DHC, Step 3, $74,782.00, effective May 9, 2016.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

Brian Sullivan, Mayor

[Signature] 5-9-14

Employee, Carissa Lisee

FOR THE WPMEA

[Signature]

Union President, Mark Cresotti
MEMORANDUM

DATE: April 13, 2016

TO: Mark Hebert

FROM: Karin Decker, Personnel Director

SUBJECT: Personal Services Agreement

Attached please find an original copy of your fully executed personal services agreement as "Interim" Building Superintendent effective April 1, 2016 – May 30, 2016.

/aec

cc: Brian Sullivan, Mayor
    Deborah Strycharz, City Auditor
    Robin Richard, Payroll
PERSONAL SERVICE AGREEMENT

The agreement, by and between Mark E. Hebert (hereinafter "employee") and the City of Westfield, Massachusetts, a municipal corporation (hereinafter, variously "Employer" or "City") by the Mayor who acts as agent of the City for purposes of such agreement:

1) The City of Westfield is in the process of appointing a permanent Building Superintendent but would like to appoint an interim Superintendent while the permanent appointment process unfolds, thereby ensuring all necessary functions of the Department continue until a permanent Superintendent is appointed.

2) Mark E. Hebert is hereby appointed “Interim” Superintendent of the Building Department effective April 1, 2016, and terminating either May 30, 2016, or until a permanent Superintendent of the Building Department, whichever occurs first.

3) Employee shall be paid an hourly rate of $43.90 which reflects the Westfield Professional Municipal Employee Association Grade DHC only when he is working outside of his normal working hours with the City of Springfield. Time worked in Westfield during those hours shall be compensated by the City of Springfield as Mutual Aid.

4) Employee is not eligible for any benefits including health and dental insurance, vacation, sick time or any other benefit offered to employees of the City of Westfield.

If any provision of this Agreement is declared to be contrary to law and unenforceable, such provision shall not be enforced, but all other provisions of this Agreement shall remain in full force and effect.

City of Westfield                                  Employee

[Signature]
Brian Sullivan, Mayor                         [Signature]
Mark E. Hebert

Approved as to form:

[Signature]
Law Department
MEMORANDUM

DATE:        April 1, 2016
TO:          Mark Cressotti
FROM:        Karin Decker, Personnel Director
SUBJECT:     Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement regarding the placement of Steve Fernandes at a Step 5 under ADHB effective March 14, 2016.

Thank you.

/aec

Attachment

Cc: Deborah Strycharz, City Auditor
    Jeffrey Krok, City Labor Counsel
    Steve Fernandes, Deputy Superintendent – Water
    David Billips, Director of Public Works
    Angela Bolduc, Department of Public Works
    Robin Richard, Payroll
MEMORANDUM OF AGREEMENT

This Agreement is entered into this ______ day of March 2016, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the salary levels, terms and conditions of employment of Steve Fernandes, as follows:

1. It is understood and agreed between the parties that Steve Fernandes, having been designated and appointed by the Director of Public Works, the appointing authority, shall hold the position of Deputy Superintendent – Water and be placed at ADHB, Step 5, $62,661.00, effective March 14, 2016. He shall be eligible for step movement on the anniversary of his appointment date. The position will be subject to the goals/evaluation process of other similarly situated assistant department head positions.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Brian Sullivan, Mayor
Date: 3/1/16

[Signature]
Personnel Office
Date: 3/15/16

FOR THE WPMEA

[Signature]
Association Representative: President
Date: 3/15/16

[Signature]
Steve Fernandes
Date: 3/15/2016
MEMORANDUM

DATE: March 22, 2016

TO: Mark Cressotti

FROM: Karin Decker, Personnel Director

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement regarding the extraction of the Assistant Treasurer from the Westfield Professional Municipal Employees Association.

Thank you.

/aec

Attachment

Cc: Deborah Strycharz, City Auditor
    Meghan Kane, City Treasurer
    Jeffrey Krok, City Labor Counsel
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this _____ day of March, 2016, by and between the City of Westfield, hereinafter "City", as the employer by and through its duly authorized Mayor or his designee, and the Westfield Professional Municipal Employee Association, hereinafter "WPMEA", through its duly authorized President, for the purpose of amending the WPMEA collective bargaining Unit as follows:

1. The City has determined the needs of the Assistant Treasurer position have changed following a vacancy and an efficiency audit of the Treasurer/Collector offices performed by a third party.
2. Several of the job functions of the Assistant Treasurer involve reviewing sensitive material, including but not limited to review of all municipal financial information, rendering placement in the association problematic.
3. Based on the forgoing, the City and WPMEA met, negotiated, and agreed to extract the Assistant Treasurer from the Association.
4. The above provisions constitute the full and complete agreements between the City and the WPMEA and are not intended as precedent setting or binding on future matters between any parties.

FOR THE CITY OF WESTFIELD

[Signature]
Mayo: Brian Sullivan
Date: 3/21/16

FOR THE WPMEA

[Signature]
Union President
Date: 3/18/16
MEMORANDUM

DATE: February 10, 2016

TO: Mark Cressotti

FROM: Karin Decker, Personnel Director

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement regarding Mary Lou Niedzielski appointment as Elder Services Program Director at the Council on Aging.

Thank you.

/aec

Attachment

Cc: Deborah Strycharz, Audit
    Robin Richards, Payroll
    Mary Lou Niedzielski, COA Elder Services Program Director
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this \( \frac{1}{4} \) day of February, 2016, by and between the City of Westfield, hereinafter “City”, as the employer by and through its duly authorized Mayor or his designee, and the Westfield Professional Municipal Employee Association, hereinafter “WPMEA”, through its duly authorized President, and employee Mary Lou Niedzielski, hereinafter “Employee”, for the purpose of updating work functions of the Council on Aging:

Whereas, Mary Lou Niedzielski (hereinafter Employee) has been hired as the Elder Services Program Director;

Whereas, the position of Elder Services Program Director (Program Director) was a WPMEA recognized position held by Tina Gorman prior to her promotion to Council on Aging Director:

1. The City and WPMEA recognize the position of Elder Services Program Director as under the jurisdiction of the WPMEA collective bargaining agreement.

2. The Employee was inadvertently placed on a Personal Services Agreement (PSA).

3. Prior to being placed on the PSA, the City desired certain amendments to the Program Director job description, but the Employee was hired to fill an immediate need at the Council on Aging.

4. The City and WPMEA have reviewed and agreed to amendments of the former Program Director job description (attached and incorporated as Exhibit A), to the new job description (attached and incorporated as Exhibit B)

5. The City and WPMEA have agreed to place the Program Director on the Department Coordinator E wage scale in the collective bargaining agreement.

6. Employee has reviewed the new job description and understands and accepts all changes as delineated within this agreement.

7. The changes to the job description and wage scale shall be retro-active to February 1, 2016.

8. The above provisions constitute the full and complete agreements between the City, WPMEA and the Employee, and the agreement is not intended as precedent setting or binding on future matters between any parties.

[SIGNATURES ON FOLLOWING PAGE]
FOR THE CITY OF WESTFIELD

Mayor Brian Sullivan
Date: 2-9-16

FOR WPMEA

Union President
Date: 2-9-16

EMPLOYEE

Mary Lou Niedzielski
Date: 2-9-16
City of Westfield – Council On Aging
PROGRAM DIRECTOR

GENERAL STATEMENT OF DUTIES AND RESPONSIBILITIES:

The Director is responsible for planning, developing, implementing, directing, and advocating programs and services offered to the senior citizens of Westfield, working under the direction of the Community Services Director.

SUPERVISION:
Position exercises significant independent judgment within limits of authority of the City and the Community Services Director. Reports directly to the Community Services Director, the appointing authority. Directs program personnel as required.

ILLUSTRATIVE DUTIES AND RESPONSIBILITIES

Oversees and administers daily operations of the Council on Aging programs and activities.

Responsible for handling complaints and solving programming, event, and scheduling in a professional and timely manner within authority, policies and guidelines of the Department. Responsible for completing appropriate paperwork and reports in a timely manner. Monitors registration and attendance of programs and events and, if necessary, notifies all appropriate parties of cancellation of program/event in a timely manner. Responsible for conducting surveys and evaluations and submitting reports of programs. May also assist in conducting surveys or talking to the public on their interests of development of future programs and events. Prepares, or assists, the promotion programs and events including creation of press releases, program guides, flyers and other marketing materials.

Schedules staff and volunteers. Directs staff and volunteers in conducting departmental programs and events. Receives and resolves, within limits of authority, problems presented by staff and volunteers. May conduct or assist in interviewing. Coordinates and assists in department’s staff and volunteer orientations and training. Assists in administration of personnel evaluation system.

Identifies and assesses community-wide needs of senior citizens. Design, develop, and implement programs and activities.

Identifies, plans and develops short and long term goals for the department in conjunction with the Director. Writes and administers grant proposals and reports, subject to the approval of the Director.

Maintains basic demographics and statistics on senior citizens using COA services and programs.
Maintains inventory of equipment, including preparing spreadsheet, and receives program-related goods. Assists in procurement of program-related goods, equipment, and services, including researching availability, obtaining quotes and writing specifications. Informs Director of need to order goods and equipment. Assists in preparation of budget and annual reports for assigned programs and events.

May assist in office with telephones, counter, and distributing appropriate forms for registration of programs. Available to assist staff and Director in receipt of funds and accounting for same in conformance with City and departmental rules.

May be assigned other related duties as required. In absence of Community Services Director, undertakes such duties as authorized by the Director in advance or by the Board.

Education and Experience

Bachelors Degree in Public Administration, Social Work, Gerontology, human services or related degree preferred. Associates Degree in a related field required. Three years experience working with senior citizens or in a human services field required. A combination of education and related experience may be considered.

Must be able to pass a physical examination and CORI/SORI background security checks. Massachusetts driver's license will be required.

Job Environment and Physical Requirements

Work is generally performed under typical office conditions with frequent tours of the COA facilities – Senior Center and satellite(s). Work requires traveling, and may require working outdoors as needed, regardless of weather. Required to attend evening meetings as needed.

Ability to carry out the functions and duties and to work in the conditions required of this position as described in the necessary knowledge, ability and skills for dexterity and communication.

Additional Requirements

Basic knowledge of principles, theories and practices of program direction and operation.

Ability to work independently and to take initiative in performing all aspects of job including setting priorities and workload.

Demonstrated organizational and public relations skills with a strong customer service orientation. Strong communication skills orally and written. Ability to write and speak clearly in English.
Ability to evaluate programs and services that meet the recreational needs of the community. Ability to be creative and proactive and promote a positive image of the Parks and Recreation Department.

Ability to follow departmental rules, regulations, policies and practices in all aspects of job.

Ability to establish and maintain effective working relationships with other employees and officials, community members, parents and program participants, other agencies, and the general public.

Ability to operate standard office equipment as needed in performance of duties such as computer, calculator, copiers, fax machine and multi-line telephone system. Working knowledge of computers and software applications, including those specific to department, to create reports, notices, publications, or other necessary paperwork.

Ability to work flexible hours, including evenings and weekends as needed for programs.

The physical demands of the position are in the moderate range. Able to lift objects 15-30 pounds in and out of a vehicle or storage at start and end of program/events. Work is done on site of programs/events. Ability to access all such sites which includes driving to site. Work may include moderate walking, occasional climbing, bending and reaching. Work may be performed in varying degrees of changing weather, including inclement weather including but not limited to cold and high temperatures, rain, and snow. Ability to be sedentary, standing or sitting, through the period of program/event or while in office.
City of Westfield  
Council On Aging Department  
Program Director

General Statement of Duties and Responsibilities
Responsible for planning, developing, organizing, publicizing, implementing, directing, supervising, and evaluating programs for Senior Center participants.

Supervision
Appointed by and reports directly to the Executive Director. The Program Director oversees program personnel as required. Responsible for the recruitment and training of program volunteers.

Illustrative Duties and Responsibilities
The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Creates, plans, markets, implements, and oversees educational, recreational, physical, and social activities and programs with the goal of promoting social engagement and life enrichment for older adults within the community.

Develops programming in which the interests of a diverse group of older adults are addressed.

Hires instructors and performers, designs fee structures as appropriate, and coordinates room and schedule requirements.

Monitors and evaluates existing programs through client surveys and feedback. Assesses programs for improvements and relevance.

Stays current with trends in programs and activities for older adults through research, workshops, conferences, and peer connections. Attends related meetings.

Creates marketing materials for distribution by flyer, e-mail, mail, and on COA website. Produces comprehensive monthly calendar of programs and activities. Submits press releases and monthly newsletter articles to Executive Director for publication. Updates programs and activities daily on electronic signage board.

Oversees daily class, program, and activity offerings. Provides supervision and support to instructors, volunteers, and program participants. Ensures accuracy and posting of daily activities schedule. Communicates pertinent information to staff.
Using MySeniorCenter software, creates activity templates, inputs schedules and room assignments, supervises and records registrations for activities, and processes attendance and payment records. Supervises and assists with set-up for large-scale events. Produces monthly statistical reports and oversees instructor compensation.

Greets visitors and assists with greeter desk inquiries. Directs volunteers. Conducts new patron tours and orientations for larger groups.

Responsible for the operation of audiovisual equipment.

Assists with general customer support in a team structured environment.

Assists with general Senior Center program operations on an as needed basis including, but not limited to, assisting at special events and parties, and assisting other staff and volunteers.

Performs similar or related work as required, directed, or as a situation dictates.

Qualifications

Education, Training, and Experience
Associate's Degree and/or three to five years experience in educational and/or recreational programming, event planning, or client/customer service. Experience in marketing or customer service in a fast-paced, high traffic environment; or any combination of education and experience. Must possess a valid Massachusetts Driver's License, Class C. Must be CPR/AED certified. Ability to meet CORI standards as set by state statutes and EOEA regulations

Knowledge
Knowledge of gerontology and social services systems and programs; knowledge of federal, state, and regional services and local resources; knowledge of computer software; working knowledge of department operations and functions; are all desirable.

Ability
Ability to multi-task in a fast-paced environment. Ability to develop effective and constructive working relationships with service providers, human service agency personnel, and the public. Ability to communicate effectively both orally and in writing. Ability in the areas of leadership, independent judgment, initiative, and decision-making. Ability to plan, implement, and evaluate effective elder services.
Skill
Strong customer service skills. Strong planning and organizational skills. Excellent written and verbal communication skills. Strong computer skills. Strong interpersonal and problem-solving skills.

Physical Requirements
This position requires the employee to walk, stand, sit, speak, and hear; uses hands to finger, handle, feel, or operate objects, tools, or controls; must reach with hands and arms as in picking up paper, files, and other common office objects. Employee may occasionally lift and/or move objects weighing up to 60 pounds such as tables, chairs, equipment, and supplies. Ability to operate a motor vehicle.

Job Environment
Work is performed under typical office setting and at the Senior Center. Work environment is moderately noisy with frequent interruptions. Work involves attendance at evening meetings, programs, and weekend events.

Operates an automobile, computer, telephone, copier, facsimile machine, and other standard office equipment.

Has frequent contact with the general public, independent contractors, service providers, and community groups, including those from other Senior Centers and retirement communities. Contacts are in person, by phone, e-mail, and in writing.

Has access to department-related confidential and/or sensitive information about clients, families, and staff. Must use discretion in connection with confidential information including financial and medical records, the disclosure of which would cause a significant breach of trust and seriously damage the reputation of the department.

Errors in judgment could result in delays or loss of services, injuries to other employees, damages to building and/or equipment, and legal or financial repercussions.

City of Westfield
Council on Aging Department
Program Director

General Statement of Duties and Responsibilities
Responsible for planning, developing, organizing, publicizing, implementing, directing, supervising, and evaluating programs for Senior Center participants.

Supervision
MEMORANDUM

DATE: February 5, 2016

TO: Mark Hebert

FROM: Karin Decker, Personnel Director

SUBJECT: Personal Services Agreement

Attached please find an original copy of your fully executed personal services agreement effective February 1, 2016 – March 31, 2016.

/aec

cc: Brian Sullivan, Mayor
    Deborah Strycharz, City Auditor
    Robin Richard, Payroll
PERSONAL SERVICE AGREEMENT

The agreement, by and between Mark E. Hebert (hereinafter "employee") and the City of Westfield, Massachusetts, a municipal corporation (hereinafter, variously "Employer" or "City") by the Mayor who acts as agent of the City for purposes of such agreement:

1) Mark E. Hebert has hereby been appointed “Interim” Superintendent of the Building Department; effective February 1, 2016 through March 31, 2016.

2) Employee shall be paid an hourly rate of $43.90 which reflects the Westfield Professional Municipal Employee Association Grade DHC only when he is working outside of his normal working hours with the City of Springfield. Time worked in Westfield during those hours shall be compensated by the City of Springfield as Mutual Aid.

3) Employee is not eligible for any benefits including health and dental insurance, vacation, sick time or any other benefit offered to employees of the City of Westfield.

If any provision of this Agreement is declared to be contrary to law and unenforceable, such provision shall not be enforced, but all other provisions of this Agreement shall remain in full force and effect.

City of Westfield

[Signature]
Brian Sullivan, Mayor

Employee

[Signature]
Mark E. Hebert

Approved as to form:

[Signature]
Law Department
Date: January 13, 2016

To: Nancy Reynolds, AFSCME 35 Union President
   Mark Cressotti, WPMEA Union President

From: Karin Decker

Re: Memorandum of Agreement

Attached for your files, please find an original copy of the memorandum of agreement regarding the acting appointment of Kimberly Jarret to Acting Director of the Licensing & Permitting/Parking Clerk.

/aec

Attachment

cc: Deborah Strycharz, City Auditor
    Jeffrey Krok, Labor Counsel
    Kimberly Jarret, Acting Director of Licensing & Permitting Clerk
    Robin Richard, Payroll
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this __ day of January, 2016, by and between the City of Westfield, hereinafter “City”, as the employer by and through its duly authorized Mayor or his designee, AFSCME, Council 93, Local 346, hereinafter “AFSMCE”, the collective bargaining agent through its duly authorized President, the Westfield Professional Municipal Employee Association, hereinafter “WPMEA”, through its duly authorized President, and employee Kimberly Jarret, hereinafter “Employee”, for the purpose of ensuring certain work functions in the Licensing Department are performed:

Whereas the parties recognize the retirement of the Head of the Department of Business Licensing & Permitting/Parking Clerk (Licensing Department) has left a vacancy;

1. Purpose - The parties have met and discussed the interest of the City of Westfield to review a potential reorganization of the services provided by the Licensing Department, as the City works towards obtaining the most economical and efficient operations possible.

2. Need - The parties simultaneously recognize the obligations on it to provide services which were rendered by the Head of the Licensing Department which are currently not being provided to the public due to retirement.

3. Acting Appointment - The parties have agreed to temporarily move Kim Jarrett (Employee) into the position of Acting Director of the Licensing & Permitting/Parking Clerk (hereinafter “Director”), effective January 4, 2016. This move will ensure no services rendered by the vacant Director position should be interrupted until such point as the City determines the most efficient delivery of services.

4. End Date - The parties all agree the Acting position shall exist only until a final conclusion on reorganization is ready for implementation, or until June 30, 2016, whichever comes early.

5. Reintegration - Should the Department complete a reorganization and the Director position be eliminated, the parties agree Employee shall revert to her AFSCME grade and will be ensured a similar position within the City of Westfield. The parties agree to meet and negotiate over the ramifications of placement.

6. Future Candidacy - Should reorganization be determined to not be in the best interest of the City, nothing in this agreement shall harm or otherwise prevent the candidacy of Employee to apply for the Director position.

7. Compensation - Employee shall be placed on the same compensation grade as the former Director as per the WPMEA collective bargaining agreement while serving as the Acting Director, although Employee shall be placed on step 1 of the respective grade.
8. Joint Representation - Jarret shall continue to remain a member of the AFSCME 35 group, and shall have all the rights, duties, and obligations of an AFSCME 35 member under the respective collective bargaining agreement. For this specific agreement, the WPMEA and AFSCME 35 have agreed to waive the mutual representation clauses over the employee: AFSCME shall represent the employee in any employee specific matters; WPMEA shall be afforded the opportunity to weigh in on matters affecting the Licensing Department, specifically including the potential impact of reorganizing duties of the department on the WPMEA.

9. Stipends - The former Licensing Department Head received stipends for performing some additional duties outside the scope the job description. The City agrees to review and determine which stipended duties performed by the former Department Heads are necessary for continued efficient operations of the Licensing Department, and agrees to negotiation over the impact of the decision to continue or otherwise amend the distribution of those responsibilities with both the AFSCME 35 Union and WPMEA depending on respective impact.

10. Time off – The parties recognize Employee will be asked to serve in the Acting Director role, meaning the Department shall be expected to operate short staffed until a decision on potential reorganization is made. The parties recognize it will be difficult for Employee to use all contractually allotted time-off prior to the expiration of the fiscal year under the current circumstances, and, therefore, agree to negotiate over an agreement outside the ordinary accrued time practices when an ultimate determination is made with the Licensing Department.

11. Entire agreement - The above provision constitute the full and complete agreements between the City, AFSCME, WPMEA and the Employee, and is not intended as precedent setting or binding on future matters between any parties.

FOR THE CITY OF WESTFIELD

MAYOR Brian Sullivan
Date: 1-12-16

FOR WPMEA

Union President
Date: 11-12-16

FOR AFSCME, LOCAL 346

Nancy Reynolds
Union President
Date: 1-12-16

EMPLOYEE

Kim Jarret
Date: 11-12-16
MEMORANDUM

DATE: November 2, 2015

TO: Donald Torrico

FROM: Karin Decker, Personnel Director

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement retaining you as the "Acting" Superintendent effective November 2, 2015.

Thank you.

/aec

Attachment

Cc: Deborah Strycharz, Audit
    Daniel Knapik, Mayor
    Robin Richards, Payroll
    Mark Cressotti, Union President
PERSONAL SERVICE AGREEMENT

The agreement, by and between Donald R. Torrico (hereinafter "employee") and the City of Westfield, Massachusetts, a municipal corporation (hereinafter, variously "Employer" or "City") by the Mayor who acts as agent of the City for purposes of such agreement:

1) Employee has hereby been retained as the “Acting” Superintendent of the Building Department, effective November 2, 2015.

2) Employee shall be paid an annual salary which reflects the Westfield Professional Municipal Employee Association Grade DHC, Step5- $80,517.00.

3) Employee will continue to receive all benefits stated in the WPMEA contract.

If any provision of this Agreement is declared to be contrary to law and unenforceable, such provision shall not be enforced, but all other provisions of this Agreement shall remain in full force and effect.

City of Westfield

Daniel M. Krapik, Mayor

Employee

Donald R. Torrico

Approved as to form:

[Signature]

Law Department
MEMORANDUM

DATE: October 8, 2015

TO: Mark Cressotti

FROM: Karin Decker, Personnel Director

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement placing Donald Torrico at a Department Head C, Step 5 on November 2, 2015.

Thank you.

/aec

Attachment

Cc: Deborah Strycharz, Audit
    Daniel Knapik, Mayor
    Robin Richards, Payroll
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 30th day of September, 2015, by and between the Westfield Professional Municipal Employee Association ("WPMEA"), acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield or his designee ("City") for the purpose of clarifying the salary levels, terms and conditions of employment of Donald Torrico ("Employee"), as follows:

1. Effective upon the date of hire, the City agrees to pay Employee the salary of Department Head C, Step 5, under the WPMEA Collective Bargaining Agreement.

2. Subject to appropriation, should Employee achieve a satisfactory performance review as evaluated by the Mayor or designee after six (6) months following date of hire, the employee may be upgraded to a Department Head C, Step 6.

CITY OF WESTFIELD

By: Daniel Knapik, Mayor

FOR WPMEA

By: Mark Cressotti, President

Donald R. Torrico
Building Department Superintendent/Commissioner
MEMORANDUM

DATE: August 4, 2015

TO: Mark Cressotti

FROM: Karin Decker, Personnel Director

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement placing Thomas Hibert, Code Enforcement Officer, at DCC, Step 1 effective July 20, 2015.

Thank you.

/acc

Attachment

Cc: Deborah Strycharz, Audit
    Joseph Rouse, Health Department
    Margaret Doody, Health Department
    Robin Richards, Payroll
MEMORANDUM OF AGREEMENT

This Agreement is entered into this _______ day of June, 2015, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the salary levels, terms and conditions of employment of Thomas Hibert, as follows:

1. It is understood and agreed between the parties that Thomas Hibert, having been designated and appointed by the Director of Health, the appointing authority, shall hold the position of Code Enforcement Officer and be placed at OOP: Step 1, $42,640.00, effective July 20, 2015. He shall be eligible for step movement on the anniversary of his appointment date. The position will be subject to the goals/evaluation process of other similarly situated assistant department head positions.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Daniel Knapik, Mayor
Date: 7-31-15

FOR THE WPMEA

[Signature]
President
Date: 6-2-13

[Signature]
Vice President
Date: 7-28-15

[Signature]
Thomas Hibert
Date: 7/20/15
MEMORANDUM OF AGREEMENT

This Agreement is entered into this ______ day of June, 2015, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the salary levels, terms and conditions of employment of Steve Cipriani, as follows:

1. It is understood and agreed between the parties that Steve Cipriani, having been designated and appointed by the Director of Health, the appointing authority, shall hold the position of Code Enforcement Officer and be placed at DCP, Step 2, $47,292.00, effective July 1, 2015. He shall be eligible for step movement on the anniversary of his appointment date. The position will be subject to the goals/evaluation process of other similarly situated assistant department head positions.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

Daniel Knapik, Mayor
Date: 7/10/15

FOR THE WPMEA

President
Date: 6/2/15

Vice President
Date: 7/8/15

Steve Cipriani
Date: 6/3/15

Approved to form
City of Westfield, Massachusetts

Karin Decker
Personnel Director
Tel: (413) 572-6207
Fax: (413) 562-3466
59 Court Street
Westfield, Massachusetts 01085-3577
E-Mail: k.decker@cityofwestfield.org

MEMORANDUM

DATE: March 10, 2015

TO: Mark Cressotti

FROM: Karin Decker, Personnel Director

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement placing Jeffrey Gamelli, Deputy Superintendent – Wastewater, at ADHB, Step 3 effective February 23, 2015.

Thank you.

/aec

Attachment

Cc: Deborah Strycharz, Audit
    Daniel Knapik, Mayor
    David Billips, Water Department
    Jeffrey Gamelli, Wastewater Department
    Angela Bolduc, Water Department
    Robin Richards, Payroll
MEMORANDUM OF AGREEMENT

This Agreement is entered into this ________ day of March, 2015, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the salary levels, terms and conditions of employment of Jeffrey Gamelli, as follows:

1. It is understood and agreed between the parties that Jeffrey Gamelli, having been designated and appointed by the Water Superintendent, the appointing authority, shall hold the position of Deputy Superintendent – Wastewater and be placed at ADHB, Step 3, $55,897.00, effective February 23, 2015. He shall be eligible for step movement on the anniversary of his appointment date. The position will be subject to the goals/evaluation process of other similarly situated assistant department head positions.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

Daniel Knapik, Mayor
Date: 3/9/15

FOR THE WPMEA

President
Date: 3/4/15

Vice President
Date: 3/4/15

Jeffrey Gamelli
Date: 3/4/15
MEMORANDUM

DATE: August 22, 2014

TO: David Billips

FROM: Karin Decker, Assistant Personnel Director

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement retaining you as “Acting” Superintendent of the Department of Public Works effective August 18, 2014.

Thank you.

/aec

Attachment

Cc: Peter Miller, Union Representative
    Deborah Strycharz, Audit
    Daniel Knapik, Mayor
    John Sullivan, Public Works Commission Chair
    Matthew Barnes, Water Commission Chair
    Angela Bolduc, Water Department
    Susan Melo, Department of Public Works
PERSONAL SERVICE AGREEMENT

The agreement, by and between Dave Billips (hereinafter "employee") and the City of Westfield, Massachusetts, a municipal corporation (hereinafter, variously "Employer" or "City") by the Mayor who acts as agent of the City for purposes of such agreement:

1) Employee has hereby been retained as the "Acting" Superintendent of the Department of Public Works, effective August 18, 2014.

2) Employee shall be paid an additional amount of $245.00 per week as compensation for taking on the duties of Department of Public Works Superintendent.

3) Employee will continue to receive all benefits stated in the WPMEA contract.

If any provision of this Agreement is declared to be contrary to law and unenforceable, such provision shall not be enforced, but all other provisions of this Agreement shall remain in full force and effect.

City of Westfield

Daniel M. Knapik, Mayor

John Sullivan - Public Works Commission

Matt Barrios Water Commission

Employee

Dave Billips

Approved as to form:

Law Department
MEMORANDUM

DATE:    July 7, 2014
TO:      Casey Berube
FROM:    Karin Decker, Assistant Personnel Director
SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed original copy of the memorandum of agreement retaining you as "Acting" Superintendent of the Department of Public Works.

Thank you.

/aec

Attachment

Cc:    Peter Miller, Union Representative
       Deborah Strycharz, Audit
PERSONAL SERVICE AGREEMENT

The agreement, by and between Casey Berube (hereinafter "employee") and the City of Westfield, Massachusetts, a municipal corporation (hereinafter, variously "Employer" or "City") by the Mayor who acts as agent of the City for purposes of such agreement:

1) Employee has hereby been retained as the "Acting" Superintendant of the Department of Public Works, effective June 2, 2014.

2) Employee shall be paid an annual salary which reflects the Westfield Professional Municipal Employee Association Grade DHAA, Step 1- $65,082 and will be retro-active to June 2, 2014.

3) Employee will continue to receive all benefits stated in the WPMEA contract.

If any provision of this Agreement is declared to be contrary to law and unenforceable, such provision shall not be enforced, but all other provisions of this Agreement shall remain in full force and effect.

City of Westfield

[Signature]
Daniel M. Knapik | Mayor

Employee

[Signature]
Casey Berube

Approved as to form:

[Signature]
Law Department

[Signature]
Union Representative
DATE: May 20, 2014

TO: James Mulvenna, WPMEA President

FROM: Karin Decker

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed original copy of the memorandum of agreement for the Director of Purchasing, Tammy Tefft, reclassification/upgrade to Department Head B (DHB), Step 6 effective for July 1, 2014.

Thank you.

/asec

Attachment

CC: Deborah Strycharz, Audit
    Tammy Tefft, Purchasing
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this ___ day of July, 2014 by and between the City of Westfield, hereinafter "City", employer by and through its duly authorized Mayor, and WPMEA, hereinafter "Union", the collective bargaining agent through its duly authorized President, for the purpose of entering into an agreement to reclassify the below named employees, as follows:

1. The City agrees to the reclassification/upgrade of Tammy Tefft, Director of Purchasing to Department Head B (DHB), Step 6 effective July 1, 2014.

2. The Union agrees waive any notice, postings, or other promotional language with respect to this agreement and will not support any grievance in that regard.

3. If the incumbent vacates the position it will revert back to the original grade of Department Head D.

FOR THE CITY OF WESTFIELD

[Signature]

Daniel Knapik, Mayor

Date: 5/16/14

FOR WPMEA

[Signature]

Jim Mulvenna, President

Date: 5/19/14

Tammy Tefft, Purchasing Director

Date: 5/16/14
To: Mayor Knapik  
From: Karin Decker  
Re: The Westfield Professional Employee Association  
Date: May 14, 2014

Mayor Knapik,

I am writing to request that the recently signed Westfield Professional Employee Association contract which became effective January 1, 2014 be placed on the City Council Agenda for June 5, 2014.

The above mentioned contract has been signed by both you and the Union; a copy is attached.

Respectfully,

Karin Decker  
Acting Personnel Director  
City of Westfield
MEMORANDUM OF AGREEMENT

This memorandum of agreement is dated this _____ day of June, 2013 by and between the City of Westfield and Debra Mulvenna for the purpose of resolving a grievance regarding longevity as follows:

1. Parties agree that Debra Mulvenna, the "Head Nurse" in the Health Department, is eligible for the longevity increase addressed in the following article of the agreement between the City and the WMPEA.

ARTICLE XIV: Longevity

Pursuant to WPMEA contract this agreement is to address the contract language where it states" Individuals who were continuously employed as City employees as of January 1, 1995 and later receive a promotion to a position within the WPMEA shall receive additional compensation as follows; " (a) the sum of one hundred thirty-five dollars annually after the completion of five years of continuous employment; (b) additional sum of one hundred thirty-five dollars annually after the completion of each and every additional five years of continuous full-time employment up to the completion of thirty years total continuous employment.

2. Parties agree that Debra Mulvenna shall receive one thousand, two hundred and fifteen dollars ($1215.00) dollars as consideration for bringing her longevity current with her length of service.

3. Parties agree that the facts and circumstances of this issue are unique, and that, in the future, neither party may claim this resolution as a precedent.

4. This constitutes full and complete settlement of this issue between the parties and negotiations shall therefore be deemed concluded.

FOR THE CITY OF WESTFIELD

[Signature]
Daniel Knáplik, Mayor

Date: 6/22/2013

FOR AFSCME, LOCAL 346

[Signature]
Debra Mulvenna, Employee

Date: 6/20/2013
June 20, 2013

Mayor Knapik  
City of Westfield  
59 Court Street  
Westfield, MA 01085

Dear Mayor,

One of the grievances that was handed off to me by Jeff Krok was initially brought forward on January 24, 2013 by Debra Mulvenna concerning her longevity pay. After speaking with Mr. Krok and reviewing the documentation he provided to me I have determined that Ms. Mulvenna is entitled to the longevity pay she is requesting.

I have attached a copy of Article XIV from the WMPEA agreement which addresses the grievance filed, along with an agreement between the City of Westfield & Ms. Mulvenna for you to sign if you are in agreement with my decision.

If you have any questions or need me to provide you with additional information please don't hesitate to call me.

Sincerely,

Karin Decker  
Asst. Personnel Director  
City of Westfield
City of Westfield, Massachusetts
Personnel Department

Karin Decker
Assistant Personnel Director
Tel: (413) 572-6207
Fax: (413) 562-3486
59 Court Street, Westfield, MA 01085
k.decker@cityofwestfield.org

May 17, 2013

Susan Phillips, Solicitor
City of Westfield
59 Court Street
Westfield, MA 01085

RE: WPMEA Longevity

It has been brought to my attention that a Grievance that was filed January 24, 2013 by employee Debra Mulvenna concerning her longevity has not been settled.

After reading over the documentation provided to me in the form of a written opinion by Jeffrey Krok the prior Asst. Personnel Director, who states that Ms. Mulvenna is due the longevity benefit she is asking for and the WPMEA Contract where it states; Individuals who were continuously employed as City employees as of January 1, 1995 and later receive promotion to a position within the WPMEA unit shall receive additional compensation as follows: " (a) the sum of one hundred thirty-five dollars after completion of five years of continuous employment; (b) additional sum of one hundred thirty-five dollars annually after the completion of each and every additional five years of continuous full-time employment up to the completion of thirty years total continuous employment.

I also agree that this grievance is the fault of the City even though the grievance was not filed in a timely manner it is a long standing violation which deserves to be rectified. I ask that in order to settle this grievance the City pays it from its settlement fund through your department.

I have attached the letter that Mr. Krok has written in support of payment to Ms. Mulvenna. If you have any questions or need additional information please don’t hesitate to call me.

Sincerely,

Karin Decker
Asst. Personnel Director
City of Westfield
59 Court Street
Westfield, MA 01085
MEMORANDUM

DATE: March 28, 2013

TO: James Mulvenna

FROM: Karin Decker, Assistant Personnel Director

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed original copy of the memorandum of agreement for the movement of Heather Miller from Assistant Civil Engineer to Utility Engineer effective March 25, 2013.

Thank you.

/acc

Attachment

Cc: Deborah Strycharz, Audit
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this ____ day of March, 2013 by and between the WPMEA, acting through its duly authorized President and Vice President, and the City of Westfield, through its duly authorized Mayor, for the purpose of voluntarily transferring employee Heather Miller as follows:

1. Employee Miller currently holds the Assistant Civil Engineer position in the Engineering Department.

2. The Utility Engineer position in the Engineering Department has recently been vacated due to retirement.

3. Effective March 25, 2013, employee Heather Miller shall voluntarily leave her position as Assistant Civil Engineer to assume the role of Utility Engineer.

4. The purpose for the transfer is the belief by the Director of the Engineering Department, Mark Cressotti, and the Director of the Water Department, Dave Billips that filling the Utility Engineer position will be more difficult to fill the Assistant Civil Engineer position. Employee Heather Miller also agrees the Utility Engineer position is a better fit for her skill set.

5. The Utility Engineer job description was revised in anticipation of the move. A copy of the old job description and the agreed to amendments of the new job description are attached and incorporated herein.

6. This constitutes full and complete understanding between the parties and shall not be further modified except by agreement of the parties in writing.

EMPLOYEE:  

HEATHER MILLER  

FOR THE WPMEA

James Mulconry
PRESIDENT

DATE: 3-27-13

FOR THE CITY OF WESTFIELD

MAYOR

DATE: 3-27-13

FOR THE WPMEA

DATE: 3-20-13
MEMORANDUM

DATE: January 7, 2012

TO: Nancy Reynolds, President, AFSCME 35 Hr Unit
    Jonathan Flagg, President, WPMEA

FROM: Jeffrey R. Krok, Assistant Personnel Director

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed original copy of the memorandum of agreement regarding the mandatory shutdown of City Hall between December 25, 2012 and January 2, 2013.

Thank you.

JRK/aec

Attachment

Cc: Deborah Strycharz, Audit
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 27th day of December, 2012, by and between the City of Westfield, hereinafter “City”, employer by and through its duly authorized Mayor, AFSCME, Council 93, Local 346, hereinafter “AFSCME,” the collective bargaining agent through its duly authorized President, and WPMEA, hereinafter “WPMEA,” the collective bargaining agent through its duly authorized President and Vice President, for the purpose of entering into an regarding the mandatory shutdown of City Hall between December 25, 2012 and January 2, 2013, as follows:

1. AFSCME and WPMEA agree the closure of City Hall between December 26, 2012 and December, 31, 2012, hereinafter “building close,” is for the purpose of installing energy efficient windows and shall not be considered a lock-out for all intents and purposes. For the purposes of this agreement specifically, School Department employees are governed by the School Department Administration and not subject to this agreement.

2. December 25, 2012 and January 1, 2013, are still considered paid holidays for both AFSCME and WPMEA employees.

3. Employees shall have the right to the following options during the building close:
   a. The option to attend City funded training sessions to be held off site from City Hall, the deadline to enroll for said training being December 14, 2012;
   b. Use of accrued time, including, wherever applicable, vacation, compensatory time, personal days and/or time-coming;
   c. Use of sick time, with no requirement that a doctor’s note be provided;
   d. The ability to take the time unpaid without loss of accrued or sick time.

4. The City agrees the use or non-use of time subject to clause three (3) of the agreement shall have no impact on vacation/sick accruals. The intent of clause four (4) is to suggest an individual who would otherwise be eligible for four (4) hours of vacation benefit for using less than the requisite number of sick days during the quarter, or who would otherwise eligible for monthly sick time accrual, shall not be penalized for using sick or unpaid days during the building close.

5. AFSCME and WPMEA both agree the use of sick time during the building close, shall be non-precedent setting and will be limited in time, duration and scope only to this agreement. Sick time is strictly limited to illnesses only.

6. AFSCME and WPMEA employees who regularly work in City Hall who are required to work during the building shut down shall receive compensatory time for the time which they will be working during the building close. Those employees are directly
affected by the building shut down and would otherwise be required not to report to work, but instead they are required to report to the I.T. Department or City Hall certain days during the shut down for the purpose of ensuring compliance with legal obligations or internal policies. Those employees will treat the hours they worked as regular working time and will receive regular pay for the hours of the day they work in addition to vacation time for the time worked. Any time not actually worked will be subject to all other provisions of this agreement. Any time which is claimed to be worked during the building close will require authorization and approval from the respective Department Head and the Personnel Department. Any vacation time earned subject to this agreement will be subject to the regular use provisions of the employees’ collective bargaining agreement.

FOR THE CITY OF WESTFIELD

[Signature]

Mayor

Date: 1/3/13

FOR AFSCME, LOCAL 346

Nancy Reynolds

President

Date: 12/31/12

Rebecca Kennedy

Representative

Date: 12/31/12

FOR WPMEA

Jonathan Plaaz

President

Date: 12/31/12

Dennis Say

Vice President

Date: 12/31/12
DATE: December 21, 2012

TO: Jonathan Flagg, WPMEA President

FROM: Jeffrey K. Krok, Assistant Personnel Director

SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed original copy of the memorandum of agreement for the newly appointed City Assessor’s salary.

Thank you.

JRK/aec

Attachment

CC: Assessor’s Department
    Deborah Strycharz, Audit
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 17th day of December, 2012 by and between the WPMEA, acting through its duly authorized President and Vice President, and the City of Westfield, through its duly authorized Mayor, for the purpose of determining compensation for the newly appointed City Assessor, as follows:

1. Subject to Article XII: SALARY, paragraph 3, of the 2010-2013 WPMEA collective bargaining agreement, the City agrees to move Robin Whitney, the newly appointed City Assessor, to Step 2 of the DH C classification at a rate of $65,082.00 per year, as of the date of her appointment: December 7, 2012. The City Assessor is considered a DH C under the current job classification matrix.

2. The purpose for the move to Step 2 is the recognition of Robin Whitney’s multiple years of experience in the City of Westfield’s Assessor’s office, experience as a temporary Acting Assessor in the Westfield Assessor’s office, and that her time in the City Assessor’s office should help ease the transition into a new administration.

3. The parties further agree that a plan shall be created with input and agreement from the members of the Board of Assessors, the Mayor, the WPMEA, and/or any other necessary source regarding the expectations of Robin Whitney as an Assessor. The plan shall highlight goals and responsibilities for Robin Whitney in her position as Assessor. Should all goals be met satisfactorily, Robin Whitney shall move to Step 3 of the WPMEA DH C classification early, effective July 1, 2013.

4. If and when Robin Whitney satisfactorily completes the adopted goals and responsibilities of the Assessors position, her ‘anniversary date’ shall permanently change to July 1. All subsequent yearly step increases would necessarily occur on July 1 thereafter. If it is determined by the appropriate oversight authority that Robin Whitney has not satisfactorily completed the goals and responsibilities, her ‘anniversary date’ shall remain December 7, 2012, the date of her appointment to Assessor.

5. This constitutes full and complete agreement between the parties and shall not be further modified except by agreement of the parties in writing.

FOR THE CITY OF WESTFIELD

FOR THE WPMEA

[Signatures]

MAYOR

PRESIDENT
MEMORANDUM OF AGREEMENT

This Agreement is entered into this _______ day of September, 2012, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the salary levels, terms and conditions of employment of G. Jay Vinskey, as follows:

1. It is understood and agreed between the parties that G. Jay Vinskey, having been designated and appointed by the Mayor, the appointing authority, shall hold the position of City Planner and be placed at ADHA, Step 4, $59,064.00, effective September 26, 2012. He shall be eligible for step movement on the anniversary of his appointment date. The position will be subject to the goals/evaluation process of other similarly situated assistant department head positions.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Daniel Klapik, Mayor
Date: 9/24/13

FOR THE WPMEA

[Signature]
President
Date: 2-19-13

[Signature]
Vice President
Date: 9/19/13

[Signature]
G. Jay Vinskey
Date: 9/28/12
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 4TH day of April, 2012, by and between the City of Westfield, hereinafter “City”, employer by and through its duly authorized Mayor, and WPMEA, hereinafter “Union”, the collective bargaining agent through its duly authorized President, for the purpose of entering into an agreement to reclassify the below named employees, as follows:

1. The City agrees to the reclassification/upgrade of Deborah Mulvenna, Supervising Public Health Nurse to Assistant Department Head B (ADHB), Step 5 effective January 1, 2012 provided sufficient funding is allocated in the FY12 and FY13 budget to fund this upgrade.

2. The Union agrees waive any notice, postings, or other promotional language with respect to this agreement and will not support any grievance in that regard.

FOR THE CITY OF WESTFIELD

Daniel Knápi, Mayor

Date: 4/18/12

FOR WPMEA

Jonathan Flagg, President

Date: 4/17/12

Employee:

Deb Mulvenna
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 27th day of March, 2012, by and between the City of Westfield, hereinafter “City”, employer by and through its duly authorized Mayor, and WPMEA, hereinafter “Union”, the collective bargaining agent through its duly authorized President, for the purpose of entering into an agreement to reclassify the below named employees, as follows:

1. The City agrees to the reclassification of Mary Daley, Assistant City Auditor to the newly established Assistant Department Head, Level AA salary schedule, Step 6 effective July 1, 2012, provided sufficient funding is allocated in the FY13 budget to fund this upgrade.

2. There will be a newly established salary schedule for Assistant Department Heads, designated as ADHAA with six (6) steps and effective July 1, 2012. ADHAA
   Step1   Step2   Step3   Step 4   Step 5   Step 6
   49,500  54,000  58,000  61,000  63,500  66,000

3. The Union agrees waive any notice, postings, or other promotional language with respect to this agreement and will not support any grievance in that regard.

FOR THE CITY OF WESTFIELD

[Signature]
Daniel Knapik, Mayor

Date: 4/3/12

FOR WPMEA

[Signature]
Jonathan Flagg, President

Date: 3/27/12

[Signature]
[Signature] 4/4/12
MEMORANDUM OF AGREEMENT

This memorandum of agreement is dated this 20 day of March, 2012 by and between the City of Westfield and WPMEA. Both parties agree to as follows:

1. Article XII – Classification Plan and Pay Rates:
   Effective July 1, 2011  1% increase
   Effective July 1, 2012  1% increase

FOR THE CITY OF WESTFIELD

[Signature]
Daniel Knapik, Mayor

Date: 4/3/12

FOR WPMEA

[Signature]
Jonathan Flagg, President

Date: 3/20/12

[Signature]
[Signature]
MEMORANDUM OF AGREEMENT

This Agreement is entered into this _____ day of January, 2012, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the salary levels, terms and conditions of employment of Maureen Larabee, as follows:

1. It is understood and agreed between the parties that Maureen Larabee, having been designated and appointed by the Collector, the appointing authority, shall hold the position of Assistant Collector and be placed at ADHC, Step 2, effective January 9, 2012. She shall be eligible for step movement on the anniversary of her appointment date. The position will be subject to the goals/evaluation process of other similarly situated assistant department head positions.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Daniel Knapik, Mayor

Date: ________________

FOR THE WPMEA

[Signature]
President

Date: 1-13-12

[Signature]
Vice President

Date: ________________

Maureen Larabee

Date: 1-13-12
MEMORANDUM OF AGREEMENT

This Agreement is entered into this _______ day of October, 2011, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the salary levels, terms and conditions of employment of Christine Gorman, as follows:

1. The parties agree that Christine Gorman, having been appointed by the Mayor and confirmed by City Council as Council on Aging Executive Director shall be placed at DHC, Step 3, effective July 8, 2011. She shall be eligible for step movement on the anniversary of her appointment date. The position will be subject to the goals/evaluation process of other similarly situated department head positions.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]  
Ann E. Boshman, Acting Personnel Director  
Date: 10/12/11

FOR THE WPMEA

[Signature]  
Mark Cresso, President  
Date: 10/7/11

[Signature]  
Christine Gorman  
Council on Aging Executive Director  
Date: 10/7/11
Upon motion of Councilor O'Connell, for the Personnel Action Committee, it was
VOTED: That the appointment of Christine Gorman, 51 Carriage Lane, West Springfield as
the Council on Aging Director for a term to expire the first Monday of July, 2014 be
CONFIRMED.

The vote on the foregoing was as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Beltrandi III</td>
<td>Yes</td>
</tr>
<tr>
<td>James Brown, Jr.</td>
<td>Yes</td>
</tr>
<tr>
<td>Christopher Crean</td>
<td>Yes</td>
</tr>
<tr>
<td>David Flaherty</td>
<td>Yes</td>
</tr>
<tr>
<td>Christopher Keefe</td>
<td>Yes</td>
</tr>
<tr>
<td>Peter Miller, Jr.</td>
<td>Yes</td>
</tr>
<tr>
<td>Nicholas Morganelli, Jr.</td>
<td>Yes</td>
</tr>
<tr>
<td>Mary O'Connell</td>
<td>Yes</td>
</tr>
<tr>
<td>Richard Onofrey, Jr.</td>
<td>Yes</td>
</tr>
<tr>
<td>Brian Sullivan</td>
<td>Yes</td>
</tr>
<tr>
<td>Gerald Tracy</td>
<td>Yes</td>
</tr>
<tr>
<td>Patti Andras</td>
<td>Yes</td>
</tr>
<tr>
<td>Brent Bean II</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Upon motion of Councilor Bean, for the Personnel Action Committee, it was
VOTED: That the appointment of Jonathan Flagg, 44 ½ Noble Street, as the Building
Department Superintendent for a term to expire the first Monday of July, 2014, REMAIN IN
COMMITTEE.

Upon motion of Councilor Sullivan, for the Personnel Action Committee, it was
VOTED: That the reappointment of City Collector Michael J. McMahon for a term to expire
the first Monday of July, 2014, be CONFIRMED.

The vote on the foregoing was as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Beltrandi III</td>
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<tr>
<td>Christopher Crean</td>
<td>Yes</td>
</tr>
<tr>
<td>David Flaherty</td>
<td>Yes</td>
</tr>
<tr>
<td>Christopher Keefe</td>
<td>Yes</td>
</tr>
<tr>
<td>Peter Miller, Jr.</td>
<td>Yes</td>
</tr>
<tr>
<td>Nicholas Morganelli, Jr.</td>
<td>Yes</td>
</tr>
<tr>
<td>Mary O'Connell</td>
<td>Yes</td>
</tr>
<tr>
<td>Richard Onofrey, Jr.</td>
<td>Yes</td>
</tr>
<tr>
<td>Brian Sullivan</td>
<td>Yes</td>
</tr>
<tr>
<td>Gerald Tracy</td>
<td>Yes</td>
</tr>
<tr>
<td>Patti Andras</td>
<td>Yes</td>
</tr>
<tr>
<td>Brent Bean II</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Upon motion of Councilor Bean, for the Personnel Action Committee, it was
VOTED: That the appointment of Brian Hoose, 60 Arnold Street, as a member of the Off-Street
Parking Commission for a term to expire the first Monday of February, 2015 replacing Julie
Ryan, be CONFIRMED.
MEMORANDUM OF AGREEMENT

This agreement is entered into this 28th day of June, 2011 by and between WPMEA, acting through their duly authorized Negotiation Team, Debra Mulvenna, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield, as follows:

1. Pursuant to the authority vested in the parties to this Agreement under MGL Chapter 150E, the City of Westfield, Massachusetts, a municipal corporation (hereinafter referred to as the City) and the Westfield Professional Municipal Employees Association (hereinafter referred to as the WPMEA) have negotiated and obtained agreement on a collective bargaining agreement that commenced on July 1, 2010 and runs through June 30, 2013.

2. The terms as set forth herein constitute changes to that collective bargaining agreement. Except for those changes as noted herein, any article, section, paragraph, set forth in the aforementioned Collective Bargaining Agreement shall remain in effect.

3. The parties agree to the following change:

ARTICLE IX: SALARY

Retroactive to May 1, 2011 and continuing until May 31, 2011, the Supervisor of Public Health Nurses while carrying out additional duties in the Health Department in the absence of a Public Health Nurse shall be paid a stipend of five hundred dollars ($500) which shall be payable in one lump sum payment upon execution and subject to appropriation.

FOR THE CITY OF WESTFIELD

[Signature]
Daniel M. Knapik, Mayor

WPMEA

[Signature]
Francis Case

[Signature]
James Mulvenna

EMPLOYEE

[Signature]
Debra Mulvenna
MEMORANDUM OF AGREEMENT

This Agreement is entered into this _4___ day of May, 2011, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield. The parties agree to the following terms and conditions regarding the position of Sealer of Weights and Measures:

1. The parties agree that the position of Sealer of Weights and Measures will be a full-time, 35-hour per week position, effective July 1, 2011 at the rate of DC/C, subject to budgetary approval and appropriation. The position will be subject to all contract provisions currently in effect.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

________________________
Mayor
Date: 5/11/11

FOR THE WPMEA

________________________
President
Date:

________________________
Mary days, 5/19/11
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 7th day of May, 2011, by and between WPMEA, acting through their duly authorized Negotiating Committee, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield. The parties having duly created the position of Council on Aging Executive Director in the Council on Aging Department, agree to the following terms and conditions of employment:

1. The parties agree that the position of Council on Aging Executive Director will be placed in the bargaining unit at the rate of DH/C, subject to budgetary approval and appropriation. The position will be subject to all contract provisions currently in effect.

2. The parties agree that following the appointment of an individual to the Council on Aging Executive Director position, the position of Elder Services Program Director will hereafter be placed in the bargaining unit at the rate of DIR/B, subject to budgetary approval and appropriation. The position will be subject to all contract provisions currently in effect.

3. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Mayor
Date: 5/11/11

FOR THE WPMEA

[Signature]
President
Date: 5/9/11
May, 2011 5/14/11
MEMORANDUM OF AGREEMENT

This Agreement is entered into this ___ day of May, 2011, by and between WPMEAS, acting through their duly authorized Negotiating Committee, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield. The parties having duly created the position of Council on Aging Executive Director in the Council on Aging Department, agree to the following terms and conditions of employment:

1. The parties agree that the position of Council on Aging Executive Director will be placed in the bargaining unit at the rate of DH/C, subject to budgetary approval and appropriation. The position will be subject to all contract provisions currently in effect.

2. The parties agree that following the appointment of an individual to the Council on Aging Executive Director position, the position of Elder Services Program Director will hereafter be placed in the bargaining unit at the rate of DIR/B, subject to budgetary approval and appropriation. The position will be subject to all contract provisions currently in effect.

3. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Mayor
Date: 5/11/11

FOR THE WPMEA

[Signature]
President
Date: 5/11/11
MEMORANDUM OF AGREEMENT

This agreement is entered into this 31st day of March, 2011 by and between WPMEA, acting through their duly authorized Negotiation Team, Debra Mulvenna, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield, as follows:

1. Pursuant to the authority vested in the parties to this Agreement under MGL Chapter 150E, the City of Westfield, Massachusetts, a municipal corporation (hereinafter referred to as the City) and the Westfield Professional Municipal Employees Association (hereinafter referred to as the WPMEA) have negotiated and obtained agreement on a collective bargaining agreement that commenced on July 1, 2010 and runs through June 30, 2013.

2. The terms as set forth herein constitute changes to that collective bargaining agreement. Except for those changes as noted herein, any article, section, paragraph, set forth in the aforementioned Collective Bargaining Agreement shall remain in effect.

3. The parties agree to the following change:

ARTICLE IX: SALARY

Retroactive to January 1, 2011 and continuing until April 30, 2011, the Supervisor of Public Health Nurses while carrying out additional duties in the Health Department in the absence of a Public Health Nurse shall be paid a stipend of five hundred dollars ($500) per month which shall be payable in one lump sum payment of two thousand dollars ($2,000) upon execution and subject to appropriation. Additional payments for each full month of coverage after May 1, 2011 shall be renegotiated with the Association.

FOR THE CITY OF WESTFIELD

[Signature]
Daniel Knapik, Mayor

WPMEA

[Signature]
Debra Mulvenna

EMPLOYEE

[Signature]
Debra Mulvenna
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 25th day of June 2010, by and between the City of Westfield, acting through its duly authorized Mayor (or his designee) and the WPMEA, through its duly authorized President as follows:

1. Jim Wiggs, the Emergency Management Director of the City, shall be allowed to receive additional earned income from grants awarded by the Massachusetts Emergency Management Agency (MEMA). This income is compensation for the additional hours that Mr. Wiggs worked beyond the hours required conducting his regular responsibilities.

2. Future potential sources of income resulting, in full or part, from his position with the City of Westfield, will need to be pre-approved, following discussion between these parties, and an examination on an individual basis. All parties agree that the work must, minimally, be performed in addition to the hours and job responsibilities that the employee works in the normal course of his employment.

3. This constitutes full agreement between the parties.

FOR THE CITY OF WESTFIELD

[Signature]
Richard Merchant
Personnel Director, Mayor Designee

Jim Wiggs
Emergency Management Director

FOR THE WPMEA

[Signature]
Mark Cressotti
President

Jim Mulvenna
Vice President

Negotiation Committee Member
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 9th day of November, 2010, by and between the City of Westfield, acting through its duly authorized Mayor or his designee, Jonathan Flagg, and the WPMEA, through its duly authorized President as follows:

1. Parties agree that extraordinary circumstances call for an agreement on FY11 vacation time for Jonathan Flagg.

2. In the spirit of Article XIII- Vacation of the collective bargaining agreement, during FY11 Jonathan will be credited with an additional six (6) hours of vacation time for every full month that he serves as Superintendent of Building.

3. In the event that Jonathan is confirmed by City Council for a three-year term, before July 1, 2011, he will be credited the difference between seventy (70) hours and the amount that has been credited in accordance with Section 2, above.

4. This constitutes agreement between the parties and shall not be amended except by agreement.

FOR THE CITY OF WESTFIELD

Richard Merchant
Mayoral Designee

FOR THE WPMEA

Mark Cressotti
President

Jonathan Flagg
MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF WESTFIELD
AND
WESTFIELD PROFESSIONAL MUNICIPAL EMPLOYEES ASSOCIATION

This Agreement is entered into this 10th day of March, 2010 by and between the City of Westfield and Westfield Professional Municipal Employees Association (WPMEA), for the purpose of providing interim supervision in the Health Department. Both parties agree to the following:

1. The position of Director of Public Health is covered by the WPMEA collective bargaining agreement.

2. The incumbent will be retiring in early April, 2010.

3. The City will hire an interim part-time director, under a personal services agreement, to supervise the department on a part-time interim basis.

4. The duration of the personal services agreement will run for no longer than a period between commencement of the incumbent’s retirement and June 30, 2010. During this period, the interim director will not be subject to any of the terms or conditions of the current agreement.

5. Both parties agree that this action is warranted due to specific circumstances. Neither party will use this action as precedent-setting in future negotiations.

6. All other terms and conditions of the current agreement will remain in full force and effect.

For the City of Westfield

[Signature]
Richard A. Merchant, Personnel Director

For WPMEA

[Signature]
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 20th day of October 2009, by and between the City of Westfield, acting through its duly authorized Mayor (or his designee) and the WPMEA, through its duly authorized President as follows:

1. Jim Wiggs, the Emergency Management Director of the City, shall be allowed to receive a maximum of one thousand dollars ($1,000.00) from the “eCEMP” (Electronic Comprehensive Management Plan) grant, awarded by the Massachusetts Emergency Management Agency (MEMA).

2. This income is compensation for the additional hours that Mr. Wiggs worked beyond the hours required conducting his regular responsibilities.

3. This constitutes full agreement between the parties.

FOR THE CITY OF WESTFIELD

Richard Merchant
Personnel Director, Mayor Designee

Jim Wiggs
Emergency Management Director

FOR THE WPMEA

Mark Cressotti
President

Denise Carey
Vice President

Mary Daley
Negotiation Committee Member

10/31/09
MEMORANDUM OF AGREEMENT

This memorandum of agreement ("this agreement") is entered into this 3rd day of February, 2009 by and between the WPMEA, acting by and through its duly authorized officers, and the City of Westfield, acting by and through its Mayor.

WITNESSETH:

WHEREAS, the parties to this agreement are parties to a collective bargaining agreement in present force and effect; and

WHEREAS, the position of Program Director in the Division of Elder Services of the Community Services Department is one of the job titles represented by the WPMEA; and

WHEREAS, Christine Gorman presently serves as Program Director; and

WHEREAS, the position of Community Services Director, which is also a position represented by the WPMEA, is presently vacant; and

WHEREAS, the Mayor has issued an executive order dated May 7, 2008 apportioning certain duties of Community Services Director among other positions, one of which is Program Director; and

WHEREAS, the parties have met, negotiated, and now have an agreement concerning these certain duties which the parties wish to reduce to writing.

NOW THEREFORE, the parties do hereby agree as follows:

1. Effective May 7, 2008 Christine Gorman assumed certain duties of the Community Services Director included in an executive order of the Mayor dated May 7, 2008 (attached). The Program Director shall continue to perform those duties, in addition to the duties of the Program Director until a department head who shall assume those duties commences work.

2. For the performance of those duties Christine Gorman shall receive additional compensation as follows:

   a. For services provided from January 1, 2009 until February 1, 2009, the sum of $125.00 per week in addition to, and as part of, the regular compensation to which she is entitled as Program Director. Should it become necessary to apportion that sum on a per diem basis, the parties agree that the per diem rate is $25.00.

   b. Effective February 1, 2009, the position will be at the rate of DIR/A with step placement at level 5 of the current WPMEA collective bargaining
agreement, subject to appropriation. Movement to level 6 will occur one year from the date of signing of this agreement.

c. Should an appointment be made to fill the presently vacant position of Community Services Director, the position of Program Director shall be placed at the rate of DIR/B, with step placement at level 6 of the current WPMFA collective bargaining agreement.

d. Should the position of Community Services Director be eliminated, the title of the position of Program Director will be changed by mutual agreement between the Union and City.

3. By execution of this agreement, the City does not waive such rights as it has to take lawful and appropriate personnel action.

CITY OF WESTFIELD

Michael R. Boulanger 2/4/09
Mayor

WPMEA

Date

Romie L. Cognat 2/4/09
Date

Christine Gorman 2/3/09
Date
TO: Christine Gorman, Program Director
Division of Elder Services of the Community Services Department
Deborah Strycharz, City Auditor
Council on Aging
Anne Larkham, Personnel Assistant

FROM: Michael R. Boulanger, Mayor

SUBJ: Vacancy in the position of Director of Community Services

DATE: May 7, 2008

The administration is conducting a review of the present structure of the Community Services Department. Until that review is completed, the position of Director of Community Services will remain vacant. I am hopeful each of you can be of assistance in evaluating the pros and cons of the present structure so as to assist the administration to chart a future course that meets the needs of our aging population in a fiscally responsible manner.

While this review is taking place, Christine Gorman, Program Director of the Division of Elder Services of the Community Services Department, will continue to serve in her present capacity. Due to the need for the performance of certain administrative duties pending future decisions by the administration, Ms. Gorman will be the individual authorized to perform the following tasks for the Division of Elder Services of the Community Services Department, subject to budget constraints and all applicable laws and policies and procedures of the Commonwealth of Massachusetts and of the City of Westfield:

- Appointing authority for staff;
- Direct supervisor of staff with authority to discipline;
• General supervision of volunteers;
• Point of contact for service complaints and complaints by staff and volunteers;
• Attendance at Council on Aging meetings;
• Approval of vacation leave requests and carry over;
• Approval of wage adjustments and step increases;
• Approval of compensatory time requests;
• Approval of payroll and delivery of payroll and earnings worksheets;
• Approval of professional development and conference requests;
• Compliance with procurement rules of the City including preparation of bid documents and RFPs;
• Budget administration and use of special funds;
• Contract signing authority;
• Review and signature for all bills on schedule of bills payable;
• Retrieval and delivery of mail from City Hall.

cc: Carol Shannon
    Peter Martin
    City Council
FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT OF JUNE 2, 2008

This amendment to memorandum of agreement is entered into this 19th day of December, 2008 by and between the WPMEA, acting through a duly authorized officer, and the City of Westfield, acting through its duly authorized Mayor.

WITNESSETH:

Whereas, the parties are parties to a memorandum of agreement dated June 2, 2008 concerning the assumption of certain duties of the Community Services Director by Christine Gorman, Program Director, and

Whereas, the said memorandum of agreement provides that the agreement shall remain in effect through December 31, 2008, at which time it expires, and

Whereas, the parties do wish to renew the agreement through the execution of this amendment.

NOW THEREFORE, in consideration of future services and other good and valuable consideration, the parties do agree as follows:

1. Paragraph number one (1) of the memorandum of agreement is amended to provide that the agreement shall remain in effect through January 31, 2009 or until a department head who shall assume those duties commences work, whichever is sooner.

2. All remaining provisions of the June 2, 2008 memorandum of agreement remain in effect except as modified herein.

CITY OF WESTFIELD

Michael Boulanger, Mayor Date

WPMEA

Mary Daley, President Date

Tammy Tefft, Vice President Date

Christine Gorman Date
FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT OF FEBRUARY 25, 2008

This amendment to memorandum of agreement is entered into this 3rd day of December, 2008 by and between the WPMEA, acting through a duly authorized officer, and the City of Westfield, acting through its duly authorized Mayor.

WITNESS:

Whereas, the parties are parties to a memorandum of agreement dated February 25, 2008 concerning the service of Lawrence Smith as acting Community Development Director, and

Whereas, the said memorandum of agreement provides that the agreement shall remain in effect for a period not to exceed six (6) months at which time it expires, and

Whereas, the parties do wish to renew the agreement through the execution of this amendment.

NOW THEREFORE, in consideration of future services and other good and valuable consideration, the parties do agree as follows:

1. Paragraph four (4) of the memorandum of agreement is amended to provide that the agreement shall remain in effect through December 31, 2008 unless, prior thereto, the Mayor makes an appointment and said appointee commences work as Community Development Director in which case this agreement shall end on the date the appointee begins work.

2. All remaining provisions of the February 25, 2008 memorandum of agreement remain in effect except as modified herein.

CITY OF WESTFIELD

Michael Boulanger, Mayor  Date

WPMEA

Mary Daley, President  Date

Tammy Jeff, Vice President  Date

Lawrence Smith  Date
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 29th day of September 2008, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the salary levels, terms and conditions of employment of James Mulvenna, as follows:

1. The parties agree that James Mulvenna, having been appointed by the Board of Public Works as Superintendent of Public Works shall be placed at DHA, Step 3, effective September 29, 2008. The position will be subject to the goals/evaluation process of other similarly situated department head positions.

2. In conformity with City Ordinance, James Mulvenna will assume the duties of tree warden until such time as the Mayor appoints a successor. For the performance of such duties he shall receive an annual stipend in the amount of five thousand dollars ($5,000), payable in equal weekly installments.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

Richard Merchant, Personnel Director
Date: 10-1-08

FOR THE WPMEA

Mary Dailey, President
Date: 9-29-08

Tammy Joffi, Vice President
Date: 9-29-08

James Mulvenna, Superintendent
Date: 9-29-08
FOURTH AMENDMENT TO MEMORANDUM OF AGREEMENT OF JUNE 22, 2007

This amendment to memorandum of agreement is entered into this 23rd day of September, 2008 by and between the WPMEA, acting through a duly authorized officer, and the City of Westfield, acting through its duly authorized Mayor.

WITNESSETH:

Whereas, the parties are parties to a memorandum of agreement dated June 22, 2007 concerning the service of James Mulvenna as acting Superintendent of Public Works, and

Whereas, the said memorandum of agreement provides that the agreement shall remain in effect through September 22, 2008 at which time it expires subject, however, to renewal based on mutual agreement of the parties, and

Whereas, the parties do wish to renew the agreement through the execution of this amendment.

NOW THEREFORE, in consideration of future services and other good and valuable consideration, the parties do agree as follows:

1. Paragraph four (4) of the memorandum of agreement is amended to provide that the agreement shall remain in effect through October 24, 2008 or until such time as the Board of Public Works appoints him permanently into the position and said appointee commences work as Superintendent of Public Works in which case this agreement shall end on the date the appointee begins work.

2. All remaining provisions of the June 22, 2007 memorandum of agreement remain in effect except as modified herein.

CITY OF WESTFIELD

Michael Boulanger, Mayor  9-28-08

WPMEA

Mary Daley, President  9-23-08

Tammy Tefft, Vice President  9-23-08

James Mulvenna  9-22-08
THIRD AMENDMENT TO MEMORANDUM OF AGREEMENT OF JUNE 22, 2007

This amendment to memorandum of agreement is entered into this 8th day of September, 2008 by and between the WPMEA, acting through a duly authorized officer, and the City of Westfield, acting through its duly authorized Mayor.

WITNESSETH:

Whereas, the parties are parties to a memorandum of agreement dated June 22, 2007 concerning the service of James Mulvenna as acting Superintendent of Public Works, and

Whereas, the said memorandum of agreement provides that the agreement shall remain in effect through September 22, 2008 at which time it expires subject, however, to renewal based on mutual agreement of the parties, and

Whereas, the parties do wish to renew the agreement through the execution of this amendment.

NOW THEREFORE, in consideration of future services and other good and valuable consideration, the parties do agree as follows:

1. Paragraph four (4) of the memorandum of agreement is amended to provide that the agreement shall remain in effect through September 22, 2008 unless, prior thereto, the Board of Public Works makes an appointment and said appointee commences work as Superintendent of Public Works in which case this agreement shall end on the date the appointee begins work.

2. All remaining provisions of the June 22, 2007 memorandum of agreement remain in effect except as modified herein.

CITY OF WESTFIELD

Michael Boulanger, Mayor  Date

WPMEA

Mary Daley, President  Date

Tammy Tefft, Vice President  Date

James Mulvenna  Date
THIRD AMENDMENT TO MEMORANDUM OF AGREEMENT OF JUNE 22, 2007

This amendment to memorandum of agreement is entered into this 8th day of September, 2008 by and between the WPMEA, acting through a duly authorized officer, and the City of Westfield, acting through its duly authorized Mayor.

WITNESSETH:

Whereas, the parties are parties to a memorandum of agreement dated June 22, 2007 concerning the service of James Mulvenna as acting Superintendent of Public Works, and

Whereas, the said memorandum of agreement provides that the agreement shall remain in effect through September 22, 2008 at which time it expires subject, however, to renewal based on mutual agreement of the parties, and

Whereas, the parties do wish to renew the agreement through the execution of this amendment.

NOW THEREFORE, in consideration of future services and other good and valuable consideration, the parties do agree as follows:

1. Paragraph four (4) of the memorandum of agreement is amended to provide that the agreement shall remain in effect through September 22, 2008 unless, prior thereto, the Board of Public Works makes an appointment and said appointee commences work as Superintendent of Public Works in which case this agreement shall end on the date the appointee begins work.

2. All remaining provisions of the June 22, 2007 memorandum of agreement remain in effect except as modified herein.

CITY OF WESTFIELD

Michael Boulanger, Mayor Date

WPMEA

Mary Daley, President Date

Tammy Tefft, Vice President Date

James Mulvenna Date
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this _____ day of July, 2008 by and between the City of Westfield, acting through its duly authorized Mayor, and WPMEA for the purpose of further clarifying the recognition clause of the agreement and the salary levels, terms and conditions of employment for the position to be held by Gordonna Roy, hereinafter Assistant City Clerk, referenced below:

1. It is understood and agreed between the parties that the position to be held by Gordonna Roy, as of July 28, 2008 is Assistant City Clerk, as proposed by the City Clerk, the appointing authority, the Mayor and adopted by the City Council in the budget process.

2. She shall be subject to the terms and conditions of the agreement, including such provisions of the Performance Management Plan as is required of other Assistant Department Heads and shall have all the duties, responsibilities and authority as any other similarly situated Assistant Department Head, and as of July 28, 2008 shall be designated and duly appointed as Assistant City Clerk.

3. As set out in this memorandum between the parties, effective July 28, 2008, this position shall be established at Assistant Department Head Grade C, step 2 of the salary schedule and shall move accordingly thereafter based on completion of performance plan requirements.

4. All other terms and conditions of the contract, unless modified herein, shall remain in full force and effect.

FOR THE CITY OF WESTFIELD: FOR WPMEA:

[Signature]
MAYOR
DATE: 7-31-08

[Signature]
PRESIDENT
DATE: 7-31-08

[Signature]
[Position]
DATE: 7-31-08

[Signature]
Assistant City Clerk
DATE: July 13, 2008
SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT OF JUNE 22, 2007

This amendment to memorandum of agreement is entered into this ______ day of June, 2008 by and between the WPMEA, acting through a duly authorized officer, and the City of Westfield, acting through its duly authorized Mayor.

WITNESSETH:

Whereas, the parties are parties to a memorandum of agreement dated June 22, 2007 concerning the service of James Mulvenna as acting Superintendent of Public Works, and

Whereas, the said memorandum of agreement provides that the agreement shall remain in effect through February 1, 2008 at which time it expires subject, however, to renewal based on mutual agreement of the parties, and

Whereas, the parties do wish to renew the agreement through the execution of this amendment.

NOW THEREFORE, in consideration of future services and other good and valuable consideration, the parties do agree as follows:

1. Paragraph four (4) of the memorandum of agreement is amended to provide that the agreement shall remain in effect through August 31, 2008 unless, prior thereto, the Board of Public Works makes an appointment and said appointee commences work as Superintendent of Public Works in which case this agreement shall end on the date the appointee begins work.

2. All remaining provisions of the June 22, 2007 memorandum of agreement remain in effect except as modified herein.

CITY OF WESTFIELD

Michael Boulanger 6-18-08
Michael Boulanger, Mayor Date

WPMEA

Mary Daley, President Date

Tammy Tefft, Vice President Date

James Mulvenna 6-18-08
James Mulvenna Date
MEMORANDUM OF AGREEMENT

This memorandum of agreement ("this agreement") is entered into this 2nd day of June, 2008 by and between the WPMEA, acting by and through its duly authorized officers, and the City of Westfield, acting by and through its Mayor.

WITNESSETH:

WHEREAS, the parties to this agreement are parties to a collective bargaining agreement in present force and effect; and

WHEREAS, the position of Program Director in the Division of Elder Services of the Community Services Department is one of the job titles represented by the WPMEA; and

WHEREAS, Christine Gorman presently serves as Program Director; and

WHEREAS, the position of Community Services Director, which is also a position represented by the WPMEA, is presently vacant; and

WHEREAS, the Mayor has issued an executive order dated May 7, 2008 apportioning certain duties of Community Services Director among other positions, one of which is Program Director; and

WHEREAS, the parties have met, negotiated, and now have an agreement concerning these certain duties which the parties wish to reduce to writing.

NOW THEREFORE, the parties do hereby agree as follows:

1. Effective May 7, 2008 Christine Gorman assumed certain duties of the Community Services Director included in an executive order of the Mayor dated May 7, 2008. The Program Director shall continue to perform those duties, in addition to the duties of the Program Director, through December 31, 2008 or until a department head who shall assume those duties commences work, whichever is sooner.

2. For the performance of those duties Christine Gorman shall receive additional compensation as follows:

   a. For services provided from May 7, 2008 and continuing through June 30, 2008, a lump sum payment of $2,075.00 to be paid on or before June 30, 2008 which shall be considered regular compensation and from which standard withholdings shall be deducted.

   b. Effective July 1, 2008, the sum of $125.00 per week in addition to, and as part of, the regular compensation to which she is entitled as Program Director. Should it become necessary to apportion that sum on a per diem basis, the parties agree that the per diem rate is $25.00.
3. In the event that as of December 1, 2008 there is no department head in place who is available to assume those duties and it appears likely to either party that no such department head is reasonably likely to be in place on December 31, 2008, either party may reopen the negotiations by written request to the other and the parties shall meet within a reasonable period of time after the request is received.

4. By execution of this agreement, the City does not waive such rights as it has to take lawful and appropriate personnel action.

CITY OF WESTFIELD

Michael R. Boulanger 6-2-08
Mayor

WPMEA

Mary Daly (President) 7-30-08
Date

Denise Conley (Negotiation Committee) 5-30-08
Date

Approved:

Christine Gorman 6-1-08
Date
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 25th day of February, 2008 by and between the WPMEA, acting by and through duly authorized officers, and the City of Westfield, acting by and through its Mayor.

WITNESSETH:

WHEREAS, the parties are parties to a collective bargaining agreement in present force and effect; and

WHEREAS, the position of Principal Planner is one of the job titles represented by the WPMEA; and

WHEREAS, Lawrence Smith presently serves as Principal Planner; and

WHEREAS, the position of Community Development Director, which is also a position represented by the WPMEA is presently vacant; and

WHEREAS, the Mayor wishes to exercise his prerogative under the City Code of Ordinances to appoint an Acting Community Development Director for a period not to exceed six months; and

WHEREAS, the Mayor seeks to appoint and Lawrence Smith wishes to accept appointment as Acting Community Development Director.

NOW THEREFORE, the parties do hereby agree as follows:

1. Upon appointment of Lawrence Smith to the position of Acting Community Development Director, Lawrence Smith shall receive, for each full week of service, the sum of Two Hundred Fifty Dollars ($250.00) in addition to, and as part of, the regular compensation to which he is entitled as Principal Planner. Should it become necessary to apportion that sum on a per diem basis, the parties agree that the per diem rate is Fifty Dollars ($50.00).

2. While serving as Acting Community Development Director, Lawrence Smith shall serve as Acting Executive Director of the Westfield Redevelopment Authority without additional compensation as service in the position of Executive Director is understood as being part of the regular duties of the Community Development Director as presently defined. To the extent that the memorandum of agreement between the parties dated the 30th day of June, 2004, as supplemented by an undated memorandum of agreement of June, 2005, is inconsistent herewith, the prior agreement is terminated.

3. While serving as Acting Community Development Director, Lawrence Smith shall perform only the essential functions ("essential functions") of Principal
Planner and those additional duties ("the additional duties") set forth in the Memorandum of Agreement dated the third day of January, 2005 entered into between the WPMEA and the City. For the performance of the additional duties the City shall pay the agreed upon compensation as set forth in said agreement dated the third day of January, 2005 from and retroactive to July 1, 2007 through the duration of the present collective bargaining agreement or until such earlier date on which Lawrence Smith is relieved of all or a portion of the additional duties. "Essential functions" means the receipt and timely processing of applications and related filings from members of the public who require City Planning Board approval to undertake certain real estate development activities and all duties as are directly related thereto and acting as liaison to Planning Board in dealings with various City Departments, State and Federal agencies and elected officials.

4. The parties agree that the duration of Lawrence Smith's service as Acting Community Development Director cannot exceed six months from the date of the initial appointment and that the appointment shall end upon the appointment of a new head of the City department presently known as the Department of Community Development and Planning or at the end of six months from the initial date of appointment, whichever is sooner.

5. In the event the WPMEA/Acting Community Development Director determine the job requirements listed herein become unable to be accomplished in a reasonable work week, WPMEA has the authority to re-open and re-negotiate the above conditions. Such conditions shall, however, remain in effect during the negotiation process.

6. By execution of this agreement, the City does not waive such rights as it has to take lawful and appropriate personnel action.

CITY OF WESTFIELD

Michael R. Boulanger 2/5/06
Mayor

WPMEA

Mary Daly 2/5/06
Date

Its: President

Vice President 2/6/06
Date

Lawrence Smith 2/22/06
Date
FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT OF JUNE 22, 2007

This amendment to memorandum of agreement is entered into this 8th day of February, 2008 by and between the WPMEA, acting through a duly authorized officer, and the City of Westfield, acting through its duly authorized Mayor.

WITNESSETH:

Whereas, the parties are parties to a memorandum of agreement dated June 22, 2007 concerning the service of James Mulvenna as acting Superintendent of Public Works, and

Whereas, the said memorandum of agreement provides that the agreement shall remain in effect through February 1, 2008 at which time it expires subject, however, to renewal based on mutual agreement of the parties, and

Whereas, the parties due wish to renew the agreement through the execution of this amendment.

NOW THEREFORE, in consideration of future services and other good and valuable consideration, the parties do agree as follows:

1. Paragraph four (4) of the memorandum of agreement is amended to provide that the agreement shall remain in effect through May 30, 2008 unless, prior thereto, the Board of Public Works makes an appointment and said appointee commences work as Superintendent of Public Works in which case this agreement shall end on the date the appointee begins work.

2. All remaining provisions of the June 22, 2007 memorandum of agreement remain in effect except as modified herein

CITY OF WESTFIELD

Michael Boulanger, Mayor

WPMEA

Karen Fanion, Secretary
MEMORANDUM OF AGREEMENT

This Agreement is entered into this _______ day of January 2008, by and between the City of Westfield, acting through its duly authorized Mayor and the WPMEA, through its duly authorized President as follows:

1. Employee, Jimmie Wiggs, is currently Emergency Management Director of the City having been duly appointed and sworn.

2. Effective January 7, 2008, subject to appropriation in the FY 2008 budget, the employee shall be paid a salary equal to Step 1 ($13,007.31) of the WPMEA wage schedule for the position of Emergency Management Director. He shall be eligible for movement to Step 2 on January 7, 2009.

3. This constitutes agreement between the parties and shall not be amended except by agreement.

FOR THE CITY OF WESTFIELD

Michael R. Boulanger
Mayor

FOR THE WPMEA

James M. Boardman
President
June 21, 2007

City of Westfield

and

WPMEA

Memorandum of Agreement

1. Duration

Three years July 1, 2007 – June 30, 2010

2. Wages (See attached)

2007-2008 – 2% increase effective July 1, 2007 for all employees currently on step 5 who move to new step 6 and off scale personnel. An additional 1% at maximum (new Step 6A) at the mid point of the contract year. All other employees receive step increases per the contract.

2008-2009 – 2% increase effective July 1, 2008 with 1% increase at mid-point of contract year.

2009-2010 – 3% increase effective July 1, 2009.

Note: All increases have been rounded up per the attached scale.

3. Stipends- The parties agree that stipends for extra work or responsibilities, which are not already part of a written agreement, are not subject to collective bargaining. This does not preclude the Association from seeking a salary adjustment for a bargaining unit member based upon increased workload or added responsibilities.

4. Health Insurance

Effective July 1, 2007 the parties agree that employees should contribute thirty percent (30%) of the HMO-Network Blue plan (individual or family), twenty percent (20%) for HMO Value Plus plan (individual or family), thirty-five percent (35%) for the Blue Choice plan, (individual or family), thirty-five percent (35%) for the HNE PPO plan (individual or family). Eligible employees who begin work on or after July 1, 2007 shall be offered two (2) options for health insurance: HNE PPO at the 65/35 percent split and HMO Value Plus at 80/20 percent split. The parties further agree that the percentage contribution will not be subject to further negotiations during the life of the agreement. A trust account will be established for employees on HMO Value Plus for reimbursement for hospitalization (up to five hundred dollars [$500] for individual and one thousand dollars [$1,000] for...
family), the amount to be established each fiscal year upon recommendation by the City's insurance consultant sufficient to meet this obligation.

5. The parties agree to a re-opener on non-economic issues only in the 2007-08 contract year, following the election of a new administration.

6. The City agrees to increase the reimbursement for continuing education courses to $1,000 per fiscal year.

7. Drop all remaining proposals/retain all remaining provisions of current agreement.

8. This package is intended to be all inclusive for a successor agreement. It is understood by the parties that each party may identify interests and clarification items that can be discussed during the term of the agreement. Nothing in this document prohibits mutual agreement by the parties during the contract term.

NOTE: Final agreement is subject to supplemental appropriation by the City Council of sufficient monies to support the wage increase and evidence of demonstrated savings in the health insurance account sufficient to support the wage increase.

For the City of Westfield

[Signature]

Mayor

Date

For WPMEA

[Signature]

President

Date 6/22/07
### WPMEA scale July 1, 2007

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<th>Department Heads</th>
<th>Step 1</th>
<th>Step 2</th>
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**DIR Scale**

| **A**            | $37,000.00 | $41,000.00 | $45,000.00 | $47,000.00 | $50,000.00 | $51,000.00 | $51,600.00 |
| **B**            | $31,000.00 | $33,000.00 | $37,500.00 | $40,000.00 | $42,000.00 | $43,000.00 | $43,500.00 |

**Department Coord**

| **A**            | $42,000.00 | $47,000.00 | $50,000.00 | $52,500.00 | $54,500.00 | $55,600.00 | $56,200.00 |
| **B**            | $37,000.00 | $41,000.00 | $45,000.00 | $47,000.00 | $50,000.00 | $51,000.00 | $51,600.00 |
| **C**            | $35,000.00 | $38,000.00 | $42,500.00 | $44,500.00 | $46,000.00 | $47,000.00 | $47,800.00 |
| **E**            | $31,000.00 | $33,000.00 | $37,500.00 | $40,000.00 | $42,000.00 | $43,000.00 | $43,500.00 |

**Assistant Department Hds**

| **A**            | $42,000.00 | $47,000.00 | $52,500.00 | $54,500.00 | $56,000.00 | $57,200.00 | $57,800.00 |
| **B**            | $42,000.00 | $47,000.00 | $50,000.00 | $52,500.00 | $54,500.00 | $55,600.00 | $56,200.00 |
| **C**            | $37,000.00 | $42,500.00 | $46,000.00 | $48,000.00 | $50,000.00 | $51,000.00 | $51,600.00 |
| **E**            | $35,000.00 | $38,000.00 | $42,500.00 | $44,500.00 | $46,000.00 | $47,000.00 | $47,800.00 |

**Emerg Manag Dir**  
July 1, 2007

| **A**            | $12,878.52 | $13,265.10 | $13,662.90 | $13,849.50 | $23,465.10 | $23,839.30 |
| **Sealer of W&M** | $24,245.40 | $24,972.66 | $25,722.36 | $25,979.58 | $26,449.18 | $26,173.75 |

**January 1, 2008**

| **Emerg Manag Dir** | $13,007.31 | $13,397.75 | $13,799.53 | $14,191.53 | $23,699.75 |
| **Sealer of W&M**   | $24,487.85 | $25,222.39 | $25,979.58 | $26,811.08 | $26,173.75 |

### WPMEA scale July 1, 2008

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**DIR Scale**

| **A**            | $37,800.00 | $41,900.00 | $45,900.00 | $48,900.00 | $51,600.00 | $52,700.00 |
| **B**            | $31,700.00 | $33,700.00 | $38,300.00 | $40,800.00 | $42,900.00 | $44,400.00 |

**Department Coord**

| **A**            | $42,900.00 | $48,000.00 | $51,000.00 | $53,000.00 | $55,600.00 | $57,400.00 |
| **C**            | $37,800.00 | $41,900.00 | $45,900.00 | $48,000.00 | $51,000.00 | $52,700.00 |
| **D**            | $35,700.00 | $38,800.00 | $43,400.00 | $45,400.00 | $47,000.00 | $48,800.00 |
| **E**            | $31,700.00 | $33,700.00 | $38,300.00 | $40,800.00 | $42,900.00 | $44,400.00 |

**Assistant Department Hds**

| **A**            | $42,900.00 | $48,000.00 | $53,600.00 | $55,600.00 | $57,200.00 | $59,000.00 |
| **B**            | $42,900.00 | $48,000.00 | $51,000.00 | $53,600.00 | $55,600.00 | $57,400.00 |
| **C**            | $37,800.00 | $43,400.00 | $47,000.00 | $49,000.00 | $51,000.00 | $52,700.00 |
| **E**            | $35,700.00 | $38,800.00 | $43,400.00 | $45,400.00 | $47,000.00 | $48,800.00 |

**Emerg Manag Dir**  
July 1, 2007

| **A**            | $13,265.65 | $13,662.90 | $14,075.52 | $14,488.18 | $24,173.75 |
| **Sealer of W&M** | $24,977.61 | $25,726.83 | $26,499.18 | $27,271.68 | $26,173.75 |
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**Assistant Department Hds**

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### WPMEA scale July 1, 2009

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**Assistant Department Hds**

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**Emerg Manag Dir**

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*split cycle move to 6 on 7/1/07*
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this _____ day of June, 2007 by and between the WPMEA, acting through its duly authorized President, and the City of Westfield, through its duly authorized Mayor, for the purpose of establishing benefits and compensation for the acting Superintendent of Public Works, as follows:

1. Due to the absence and resignation of the incumbent Superintendent, it is acknowledged that the City has a need to continue to provide for leadership in the Department and the parties agree to the following terms for the acting Superintendent, James Mulvenna, as contained in this agreement.

2. This agreement shall be retroactive to April 23, 2007, subject to identification of adequate funding.

3. Salary for the position shall be established at the annualized rate of $65,000. The acting Superintendent shall continue to be eligible for the snow and ice stipend, but shall not be eligible for the Tree Warden stipend. This salary shall not be subject to adjustment on July 1, 2007 or December 31, 2007, as similarly situated members of WPMEA may receive increases on such dates.

4. The parties shall continue the terms of this agreement until February 1, 2008, subject to renewal based on mutual agreement of the parties. This agreement shall not constitute precedent for the future with respect to wages or benefits for any subsequent position.

5. This constitutes full and complete agreement between the parties and shall not be further modified except by agreement of the parties in writing.

FOR THE CITY OF WESTFIELD

[Signature]

MAYOR

DATE: ____________

FOR THE WPMEA

[Signature]

PRESIDENT

DATE: 6/22/07
MEMORANDUM OF AGREEMENT

This Agreement is entered into this ______ day of January, 2007, by and between the City of Westfield, a municipal corporation, by its Mayor, and the Westfield Professional Municipal Employees Association (WPMEA), acting through their duly authorized President, as follows:

1. In consideration for services rendered by David Billips, Water Resources Superintendent, in the interim between creation and establishment of the Water Resources Department in July, 2006 and his appointment as Superintendent effective November, 2006, his salary shall be adjusted to the rate of $77,000 annually, retroactive to July 1, 2006. This agreement shall take effect upon signing and the transfer of funds into his salary account.

2. The terms as set forth herein constitute changes to that collective bargaining agreement. Except for those changes as noted herein, any article, section, paragraph, set forth in the aforementioned Collective Bargaining Agreement shall remain in effect.

FOR THE CITY OF WESTFIELD

Richard K. Sullivan, Jr.
Mayor

Date: ______________________

WPMEA

James M. Boardman
President

Date: 1/22/07
MEMORANDUM OF AGREEMENT

This Agreement is entered into this ______ day of June, 2006, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield. The parties having agreed that the positions of Plumbing and Electrical Inspector are appropriately placed in the WPMEA bargaining unit, agree to the following terms and conditions of employment:

1. The parties agree that the positions will be placed in the bargaining unit, effective July 1, 2006 at the rate of ADH/D, with step placement at Level 2, subject to budgetary approval and appropriation. The City agrees to reopen discussions during the fiscal year (2007) for possible adjustment. The positions will be subject to the goals/evaluation process of other similarly situated positions.

2. The City agrees that the licenses held by the inspectors are valuable to the City and as such coursework (CEU’s) leading to re-licensure and renewal fees are reimbursable to the employees, up to a maximum of $500 per employee per fiscal year. Such coursework is subject to the same paperwork requirements and advance approvals as any other position in the bargaining unit.

3. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Mayor
Date: __________________________

FOR THE WPMEA

[Signature]
President
Date: 6/27/06
MEMORANDUM

DATE: June 27, 2006

TO: James Boardman, Union President

FROM: Helen M. Bowler, Personnel Director

SUBJECT: Memorandum of Agreement

For your files attached please find your original copy of the fully executed memorandum of agreement regarding the addition of the plumbing and electrical inspectors to the WPMEA bargaining unit.

HMB/aml

Attachment

cc: Richard K. Sullivan, Jr., Mayor
    Donald York, Superintendent
    Deborah Strycharz, City Auditor
MEMORANDUM OF AGREEMENT

This Agreement is entered into this ________ day of May, 2006, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of amending the compensation for the Health Director, as follows:

1. The parties agree that the position of Health Director, shall be paid at DH/B, Step 5, effective July 1, 2006, subject to budgetary approval and appropriation. The Pesticide Applicator stipend is hereby abolished and the duties assumed within the Health Director's regular duties and responsibilities. The upgrade to DH/B is in compensation for those increased responsibilities.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Mayor
Date: __________________________

FOR THE WPMEA

[Signature]
President
Date: 6/9/06
MEMORANDUM

DATE: June 28, 2006

TO: James Boardman, Union President

FROM: Helen M. Bowler, Personnel Director

SUBJECT: Memorandum of Agreement

For your files, enclosed please find a fully executed copy of the memorandum of agreement increasing the Health Director’s salary and eliminating the pesticide stipend.

HMB/aml

Attachment

cc: Daniel Reardon, Health Director
Deborah Strycharz, City Auditor
MEMORANDUM OF AGREEMENT

This Agreement is entered into this ______ day of June, 2006, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of amending the compensation and work hours for the Emergency Management Director, as follows:

1. The parties agree that the position of Emergency Management Director, shall be paid at an annual rate of $23,005, effective July 1, 2006, subject to budgetary approval and appropriation. His workweek shall correspondingly increase to 35 hours, per week.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]

Mayor

Date: ______________________

FOR THE WPMEA

[Signature]

President

Date: 6/14/06
MEMORANDUM

DATE:       June 28, 2006

TO:         James Boardman, Union President

FROM:       Helen M. Bowler, Personnel Director

SUBJECT:    Memorandum of Agreement

For your files, enclosed please find a fully executed copy of the memorandum of agreement regarding the increase in hours and salary for the Emergency Management Director.

HMB/aml
Attachment

cc: Deborah Strycharz, City Auditor
MEMORANDUM OF AGREEMENT

This Agreement is entered into this _______ day of May, 2006, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield. The parties having duly created the position of Budget Analyst/Payroll Coordinator in the Audit Department, they agree to the following terms and conditions of employment:

1. The parties agree that the newly created position of Budget Analyst/Payroll Coordinator will be placed in the bargaining unit, effective July 1, 2006 at the rate of DC/D, with step placement at Level 3, subject to budgetary approval and appropriation. The position will be subject to the goals/evaluation process of other similarly situated coordinator positions.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]

Mayor

Date: ______________________

FOR THE WPMEA

[Signature]

President

Date: 6/09/06
MEMORANDUM

DATE:       June 28, 2006

TO:         James Boardman, Union President

FROM:       Helen M. Bowler, Personnel Director

SUBJECT:    Memorandum of Agreement

For your files, enclosed please find a fully executed copy of the memorandum of agreement adding the position of Budget Analyst/Payroll Coordinator to the WPMEA unit.

HMB/aml

Attachment

cc:         Deborah Strycharz, City Auditor
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 20 day of April, 2006, by and between the City of Westfield, acting by and through their duly authorized Mayor, and the WPMEA, through their duly authorized President, for the purpose of effectuating a reorganization which will assist the efficiency and responsiveness of City government through the consolidation and realignment of the Water and Sewage and Wastewater Treatment functions into a single department, to be known as the Water Resources Department, and having negotiated such personnel changes as are necessary to effectuate such changes, the parties agree to the following:

1. It is understood and agreed to by the parties that the changes referenced herein are subject to ordinance changes and/or job description changes which require City Council approval. If such changes are not approved or agreed to by the City Council, then the parties agree to return to negotiations for revision of this agreement and said changes referenced herein are declared null and void.

2. The parties agree that a Water Resources Superintendent shall be created and the duties and responsibilities of the Water Superintendent and SWWT Superintendent shall be assumed into the position, along with such overall duties of the department. The Water Superintendent and SWWT Superintendent positions, as they are presently known, will cease to exist. Based upon increased responsibilities the Water Resources Superintendent, pursuant to the attached job description, will be established at the pay grade of DH/A/5 effective upon appointment. The position will not be subject to posting or advertising pursuant to contract or ordinance and the incumbent SWWT Superintendent shall assume the responsibilities of the new job title, subject to appointment by Water Commission and confirmation by City Council, no later than August 1, 2006.

3. The position of Water Superintendent will be abolished and the incumbent placed in the position of Water Systems Engineer to be established at the current salary rate of Water Superintendent, DH/C, for so long as he assumes the responsibilities of the position. The position shall be subject to wage increases as specified in the WPMEA agreement. Should the incumbent fail at reappointment or not otherwise hold the position, the position shall be placed in the classification of ADH/A. The Water Systems Engineer will be subject to appointment by the Water Resources Superintendent, and shall perform such duties as established by job description, city ordinance and/or law.
4. The parties agree that the newly created position of Budget Analyst/Utility Billing Coordinator will be placed in the bargaining unit at the rate of DC/D, with step placement to be determined at the time of hire.

5. This agreement is subject to the conditions as stated in paragraphs one through four. Failure to meet the terms therein stated shall render this agreement null and void. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]

Mayor

Date: April 21, 2006

FOR THE WPMEA

[Signature]

President

Date: 4/26/06
MEMORANDUM OF AGREEMENT

This Agreement is entered into this 20th day of January, 2006, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield, as follows:

1. Pursuant to the authority vested in the parties to this Agreement under M.G.L. Chapter 150E, the City of Westfield, Massachusetts, a municipal corporation (hereinafter referred to as the City) and the Westfield Professional Municipal Employees Association (hereinafter referred to as the WPMEA) have negotiated and obtained agreement on a collective bargaining agreement that commenced on July 1, 2004 and runs through June 30, 2007.

2. The terms as set forth herein constitute changes to that collective bargaining agreement. Except for those changes as noted herein, any article, section, paragraph, set forth in the aforementioned Collective Bargaining Agreement shall remain in effect.

3. The parties agree to the following change:

ARTICLE IX: SALARY

Retroactive to November 1, 2005 and continuing for the duration of the fiscal year, if deemed necessary, the Supervisor of Public Health Nurses while carrying out additional duties in the Health Department in the absence of a Public Health Nurse shall be paid a stipend of one thousand dollars ($1,000) which shall be payable as one lump sum payment of one thousand dollars ($1,000) upon execution and subject to appropriation. Additional payments of five hundred dollars ($500) for each full month of coverage from January 1, 2006 to the end of the fiscal year shall be payable if the employee continues to assume such duties.

FOR THE CITY OF WESTFIELD

[Signature]
Richard K. Sullivan, Jr.
Mayor

WPMEA

[Signature]
James M. Boardman
President
MEMORANDUM OF AGREEMENT

This Agreement is entered into this ______ day of January, 2006, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield, as follows:

1. Pursuant to the authority vested in the parties to this Agreement under M.G.L. Chapter 150E, the City of Westfield, Massachusetts, a municipal corporation (hereinafter referred to as the City) and the Westfield Professional Municipal Employees Association (hereinafter referred to as the WPMEA) have negotiated and obtained agreement on a collective bargaining agreement that commenced on July 1, 2004 and runs through June 30, 2007.

2. The terms as set forth herein constitute changes to that collective bargaining agreement. Except for those changes as noted herein, any article, section, paragraph, set forth in the aforementioned Collective Bargaining Agreement shall remain in effect.

3. The parties agree to the following change:

ARTICLE IX: SALARY
Retroactive to January 1, 2006, and continuing for the duration of the project, the City Engineer while assuming expanded duties as project manager pursuant to M.G.L. c. 149 Section 44A 1/2 to the Bames Municipal Airport terminal construction project, shall be paid in equal monthly payments of $833.33, which shall be considered regular compensation and shall be subject to all appropriate deductions.

It is expected that the Engineer shall work his minimum thirty-five scheduled hours and, in addition, an average of eight to ten additional hours per week devoted to this project. Each Monday morning he shall submit a signed, verified weekly schedule of hours worked each day during the previous week to the Personnel Office, which shall be available for inspection upon request. Such additional duties shall include, but not be limited to those responsibilities stated in M.G.L. c. 149 Section 44A1/2. Included in those duties are requirements to attend all project meetings requested by the Airport Manager, which will occur, at minimum, monthly.

4. All remaining provisions of the agreement shall remain in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Richard K. Sullivan, Jr.
Mayor
Date: 2/4/06

WPMEA

[Signature]
James M. Boardman
President
Date: 2/01/06

Employee:

[Signature]
Mark Cressotti
MEMORANDUM OF AGREEMENT

This Agreement is entered into this ______ day of November, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield.

1. Pursuant to the authority vested in the parties to this Agreement under M.G.L. Chapter 150E, the City of Westfield, Massachusetts, a municipal corporation (hereinafter referred to as the City) and the Westfield Professional Municipal Employees Association (hereinafter referred to as the WPMEA) have negotiated and obtained agreement on a collective bargaining agreement that commenced on July 1, 2004 and runs through June 30, 2007.

2. The terms as set forth herein constitute changes to that collective bargaining agreement. Except for those changes as noted herein, any article, section, paragraph, set forth in the aforementioned Collective Bargaining Agreement shall remain in effect.

3. The parties agree to the following change:

ARTICLE IX: SALARY

Effective December 1, 2005, and continuing for the duration of the agreement, the Director of Permits and Licensing while serving as hearings officer pursuant to the statutory authority of M.G.L. c. 148A Sec. 5 and all duties attendant thereto, shall be paid an annual stipend of two thousand five hundred dollars ($2,500) which shall be pro-rated on a monthly basis in the sum of two hundred eighty dollars and thirty three cents ($208.33). This stipend shall be subject to annual appropriation.

4. All remaining provisions of the agreement shall remain in full force and effect.

FOR THE CITY OF WESTFIELD

Richard K. Sullivan, Jr.
Mayor
Date: 12/30/05

WPMEA

James M. Boardman
President
Date: 12/30/05

Employee:

Denise Carey
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 22 day of July, 2005 by and between the City of Westfield, acting through its duly authorized Mayor, and WPMEA for the purpose of further clarifying the recognition clause of the agreement and the salary levels, terms and conditions of employment for the position held by James Mulvenna, hereinafter Deputy Superintendent of Public Works, referenced below:

1. It is understood and agreed between the parties that the position currently held by James Mulvenna, as of July 1, 2005 is Deputy Superintendent, as proposed by the Mayor and adopted by the City Council in the budget process.

2. He shall be subject to the terms and conditions of the agreement, including such provisions of the Performance Management Plan as is required of other Assistant Department Heads and shall have all the duties, responsibilities and authority as any other similarly situated Assistant Department Head, and as of July 1, 2005 shall be designated and duly appointed as Deputy Superintendent.

3. As previously agreed and set out in memorandum between the parties, effective July 1, 2005, this position shall be established at Grade B, step 3 of the salary schedule and shall move accordingly thereafter based on completion of performance plan requirements. In addition, Mr. Mulvenna shall be entitled to receive a "Snow and Ice" stipend of $5,000, for work performed in relation to the management of weather events in his capacity as Deputy Superintendent.

4. All other terms and conditions, unless modified herein, shall remain in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]

MAYOR

DATE: 7/4/05

FOR WPMEA

[Signature]

PRESIDENT

DATE: 11/22/05

SUPERINTENDENT, DPW

[Signature]

DATE: 8/3/05
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 29th day of June, 2005, by and between the City of Westfield, acting by and through their duly authorized Mayor, and the WPMEA, through their duly authorized President, for the purpose of effectuating a further reorganization of the Community Services Department and having negotiated such personnel changes as are necessary to effectuate such change, the parties agree to the following:

1. It is agreed by the parties that the position of Mental Health Coordinator shall be placed in the WPMEA bargaining unit at salary of coordinator Level E. Christine Roncolato shall be placed in the position, per agreement, salary to be established at Step 4, effective July 1, 2005. Ms. Roncolato and or the WPMEA shall assert no rights with respect to any Elder Services Coordinator position specified in the FY06 budget. This position is not subject to reappointment, mayoral appointment and/or Council confirmation.

2. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Mayor
Date: 6/25/05

FOR THE WPMEA

[Signature]
President
Date: 6/29/05
MEMORANDUM

DATE:       June 27, 2005

TO:         James Boardman, Union President

FROM:       Helen M. Bowler, Personnel Director

SUBJECT:    Memorandum of Agreement

For your files, attached please find the fully executed memorandum of agreement regarding the payment to Mary Daley for additional duties performed for the purchasing department.

HMB/aml

Attachment

cc:         Mary Daley, Assistant City Auditor
            Deborah Strycharz, City Auditor
MEMORANDUM OF AGREEMENT

This Agreement is entered into this ___ day of June, 2005, by and between WPMEA, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield.

1. Pursuant to the authority vested in the parties to this Agreement under M.G.L. Chapter 150E, the City of Westfield, Massachusetts, a municipal corporation (hereinafter referred to as the City) and the Westfield Professional Municipal Employees Association (hereinafter referred to as the WPMEA) have negotiated and obtained agreement on a collective bargaining agreement that commenced on July 1, 2004 and runs through June 30, 2007.

2. The terms as set forth herein constitute changes to that collective bargaining agreement. Except for those changes as noted herein, any article, section, paragraph, set forth in the aforementioned Collective Bargaining Agreement shall remain in effect.

3. The parties agree to the following change:

ARTICLE IX: SALARY

Retroactive to January 1, 2005 and continuing for the duration of the fiscal year, if deemed necessary, the Assistant Auditor while carrying out additional duties in the Purchasing Department in the absence of a Purchasing Director shall be paid a stipend of three thousand dollars ($3,000) which shall be payable as one lump sum payment of three thousand dollars ($3,000) upon execution and subject to appropriation. Additional payments of five hundred dollars ($500) each for the months of May and June, 2005 shall be payable if the employee continues to assume such duties.

FOR THE CITY OF WESTFIELD

Richard K. Sullivan, Jr.
Mayor

EMPLOYEE

James M. Boardman
President
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 25th day of January, 2005 by and between the City of Westfield, acting through its duly authorized Mayor, and WPMEA for the purpose of clarifying the recognition clause of the agreement and the salary levels, terms and conditions of employment for the positions referenced below:

1. It is understood between the parties that the positions currently held by James Mulvenna and Burton Whipple will be included within the WPMEA bargaining unit at Grade B of the Assistant Department Head salary scale. They shall be subject to the terms and conditions of the agreement, including such provisions of the Performance Management Plan as is required of other Assistant Department Heads and shall have all the duties, responsibilities and authority as any other similarly situated Assistant Department Head.

2. This paragraph shall control compensation effective January 3, 2005. Effective January 3, 2005, the salary for these positions shall be established at the annualized rate of $49,000. In addition, Mr. Mulvenna shall be entitled to receive a “Snow and Ice” stipend of $5,000, for work performed in relation to the management of weather events in his capacity as Assistant Department Head.

3. Effective July 1, 2005, these positions shall be established at Grade B, step 3 of the salary schedule and shall move accordingly thereafter based on completion of performance plan requirements.

4. All other terms and conditions, unless modified herein, shall remain in full force and effect.

FOR THE CITY OF WESTFIELD

FOR WPMEA

MAYOR

PRESIDENT

DATE: 1/25/05

DATE: 1/10/05
MEMORANDUM

DATE: April 19, 2005

TO: Philip Genovese, Superintendent
    Charles Darling, Superintendent

FROM: Helen M. Bowler, Personnel Director

SUBJECT: Memorandum of Agreement

Attached please find the memorandum of agreement including James Mulvenna and Burt Whipple with the WPMEA bargaining unit. Please note that Mr. Mulvenna’s stipend is not for the current fiscal year and should be effective July 1, 2005.

HMB/aml

cc: Richard K. Sullivan, Jr., Mayor
    Deborah Strycharz, City Auditor
    James Boardman, Union President